

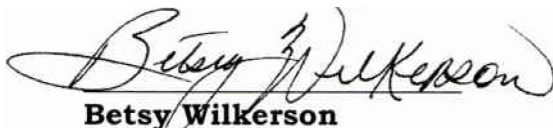
**SPECIAL MEETING NOTICE/AGENDA OF THE  
PUBLIC INFRASTRUCTURE, ENVIRONMENT, AND  
SUSTAINABILITY COMMITTEE**

**MEETING OF MONDAY, JUNE 24, 2024  
10:00 A.M. – CITY COUNCIL CHAMBERS**

A special meeting of the Public Infrastructure, Environment, and Sustainability Committee will be held at **10:00 A.M. on Monday, June 24, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs, and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mlowmaster@spokanecity.org](mailto:mlowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**Betsy Wilkerson**  
Council President



**Laurie Farnsworth**  
Acting City Clerk

# THE CITY OF SPOKANE CITY COUNCIL PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



## AGENDA FOR 10:00 A.M. MONDAY, JUNE 24, 2024

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **10:00 AM June 24, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2494 546 4105; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 3<sup>rd</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

## **AGENDA**

### **I. Call To Order**

### **II. Approval of Minutes from June 24, 2024**

### **III. Discussion Items**

1. 4250 - SPOKANE FALLS REBUILD PLANNING STUDY AND DESIGN - LORENA CROUCHER (15 minutes)
2. 0370 – ESCROW AGREEMENT AND WARRANTY DEED FOR PALOUSE/FREYA ROUNDABOUT - DAN BULLER (5 minutes)
3. 0320 - SIDEWALK REPAIR PILOT PROGRAM RESOLUTION - ZACK ZAPPONE (10 minutes)

### **IV. Consent Items**

1. 4320 RESOLUTION WITH WHITNEY EQUIPMENT COMPANY, INC. (WASTEWATER MANAGEMENT)
2. 4320 VALUE BLANKET TO OXARC, LLC TO SUPPLY SULFURIC ACID SOLUTION (WASTEWATER MANAGEMENT)
3. 4320 CONTRACT BURNER AND BOILER CONTROLS UPGRADE TO MCKINSTRY CO. (WASTEWATER MANAGEMENT)
4. 4500 PURCHASE OF SOLID WASTE BINS FOR DOWNTOWN CORE (SOLID WASTE COLLECTION)
5. 4100 UPRIVER 480V ELECTRICAL UPGRADE (WATER & HYDROELECTRIC SERVICES)
6. 0370 - CONTRACT FOR HIGH-SPEED LARGE FORMAT PRINTING AND BINDING SERVICES (ENGINEERING SERVICES)
7. 4490 PURCHASE OF CONVEYOR BELT SKIRTING (SOLID WASTE DISPOSAL)
8. 4490 SEMI TRUCK LEASE EXTENSION (SOLID WASTE DISPOSAL)
9. 4490 CONTRACT AMENDMENT FOR STACK REPAIRS AND INSPECTION (SOLID WASTE DISPOSAL)
10. 4490 CONTRACT FOR ENGINEERING SUPPORT SERVICES (SOLID WASTE DISPOSAL)

### **V. Executive Session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

## **VI. Adjournment**

## **VII. Next Meeting**

### **Next Public Infrastructure, Environment & Sustainability Committee**

The next meeting will be held at the regular date and time of **1:15 PM. July 15, 2024.**

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [m\\_lowmaster@spokanecity.org](mailto:m_lowmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/10/2024

**Clerk's File #****Cross Ref #****Project #**

2018086

**Council Meeting Date:****Submitting Dept**

INTEGRATED CAPITAL

**Bid #****Contact Name/Phone**

LORENA 625-6894

**Requisition #****Contact E-Mail**

LCROUCHER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4250 - SPOKANE FALLS REBUILD PLANNING STUDY AND DESIGN

**Agenda Wording**

Discussion of Spokane Falls Boulevard (Lincoln to Division) Rebuild Planning Study and Design at PIES committee.

**Summary (Background)**

See briefing paper.

Lease? NO Grant related? NO Public Works?

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name</b>	Lorena Croucher
<b>Contact Email &amp; Phone</b>	<a href="mailto:lcroucher@spokanecity.org">lcroucher@spokanecity.org</a> ; (509) 625 - 6894
<b>Council Sponsor(s)</b>	Wilkerson/Bingle/Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Spokane Falls (Lincoln to Division St) Rebuild Planning Study & Design
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Integrated Capital Management is conducting a study of rebuild alternatives for Spokane Falls Boulevard from Lincoln Street to Division Street. The study will explore improvements within the downtown corridor, including additional bike and pedestrian routes, additional on-street parking, possible business frontage improvements, and traffic reconfigurations including converting the eastern segment of the corridor (i.e., Washington St. to Division St.) to two-way traffic. Other core improvements include utility work (water, sewer, and stormwater) as well as Riverfront Park frontage improvements (separated shared use path) for the Washington to Stevens St. block, as identified in the Riverfront Park Master Plan (2024).</p> <p>Stakeholder engagement will consist of two touchpoints, the first focused on rebuild opportunity priorities and the second on selecting a rebuild alternative. Engagement has been initiated with targeted stakeholders for the first round and will be brought to the general public for input in July. The second round of engagement will begin later in the Fall of 2024 leading to selection of a preferred alternative. Final design work will commence in 2025 based on the preferred alternative.</p> <p>The planning and design effort is partially funded with a federal grant secured through SRTC.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$500,000</u> Current year cost: Subsequent year(s) cost:	
<b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? STBG (Fed Aid); award is for Preliminary Engineering only.	

**Expense Occurrence**    One-time    Recurring    N/A

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project is consistent with the City's adopted policies and programs. The rebuild of this segment of Spokane Falls Blvd. is identified as a high priority reconstruction project in "Chapter 4 – Transportation" of the City's Comprehensive Plan.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/13/2024

**Clerk's File #****Cross Ref #****Project #**

2023133

**Council Meeting Date:** 07/08/2024**Submitting Dept**

ENGINEERING SERVICES

**Bid #****Contact Name/Phone**

DAN BULLER 625-6391

**Requisition #**

BT

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

0370 – ESCROW AGREEMENT AND WARRANTY DEED FOR PALOUSE/FREYA

**Agenda Wording**

Escrow Agreement and Warranty Deed with Daniel G. Ghebreab and Rahel Araya to acquire needed property for the Palouse-Freya Roundabout. Total purchase price - \$255,000 plus closing costs.

**Summary (Background)**

This project will require several land purchases. While design has not yet begun, Engineering Services became aware that the property owner on the north corner of the intersection had submitted plans for developing his property so acquisition needed to occur immediately otherwise costs will go up substantially.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 255,00.00

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative****Amount****Budget Account**

Expense \$ 255,000.00

# 3200-49197-95200-56102-86055

Select \$

#

Select \$

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Select \$

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\$

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\$

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**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

BULLER, DAN

**Division Director**

BULLER, DAN

**Accounting Manager**

ORLOB, KIMBERLY

**Legal**

HARRINGTON,

**For the Mayor**

JONES, GARRETT

**Additional Approvals**

**Distribution List**

eraea@spokanecity.org

jrhall@spokanecity.org

dbuller@spokanecity.org

publicworksaccounting@spokanecity.org


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	6-24-24
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Palouse/Freya Roundabout Property Purchase
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> <li>The City is planning a roundabout at the intersection of Palouse and Freya on the south hill as shown in the attached exhibit. This project is federally funded for both design and construction. A local match is required.</li> <li>This project will require several land purchases.</li> <li>While design has not yet begun, Engineering Services became aware that the property owner on the north corner (see exhibit) had submitted plans for developing his property so acquisition needed to occur immediately otherwise costs will go up substantially.</li> <li>The property was appraised at approx. \$200,000. Because this acquisition negatively affects the owner's development plans, the agreed upon price is \$255,000 which is about 20% higher than the appraised value.</li> <li>Because of when the grant was obtained vs. when this parcel had to be acquired, this purchase is not eligible for federal reimbursement. Instead, this purchase will be made with impact fee revenue.</li> <li>Construction of this roundabout is planned for 2026.</li> <li>The county is currently constructing a roundabout at Freya &amp; 57<sup>th</sup> Ave., approximately 700' to the south.</li> </ul>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$255,000 plus closing costs.</u> Current year cost: \$255,000 Subsequent year(s) cost: n/a  <b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue  <b>Funding Source</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?</li> </ul>	

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

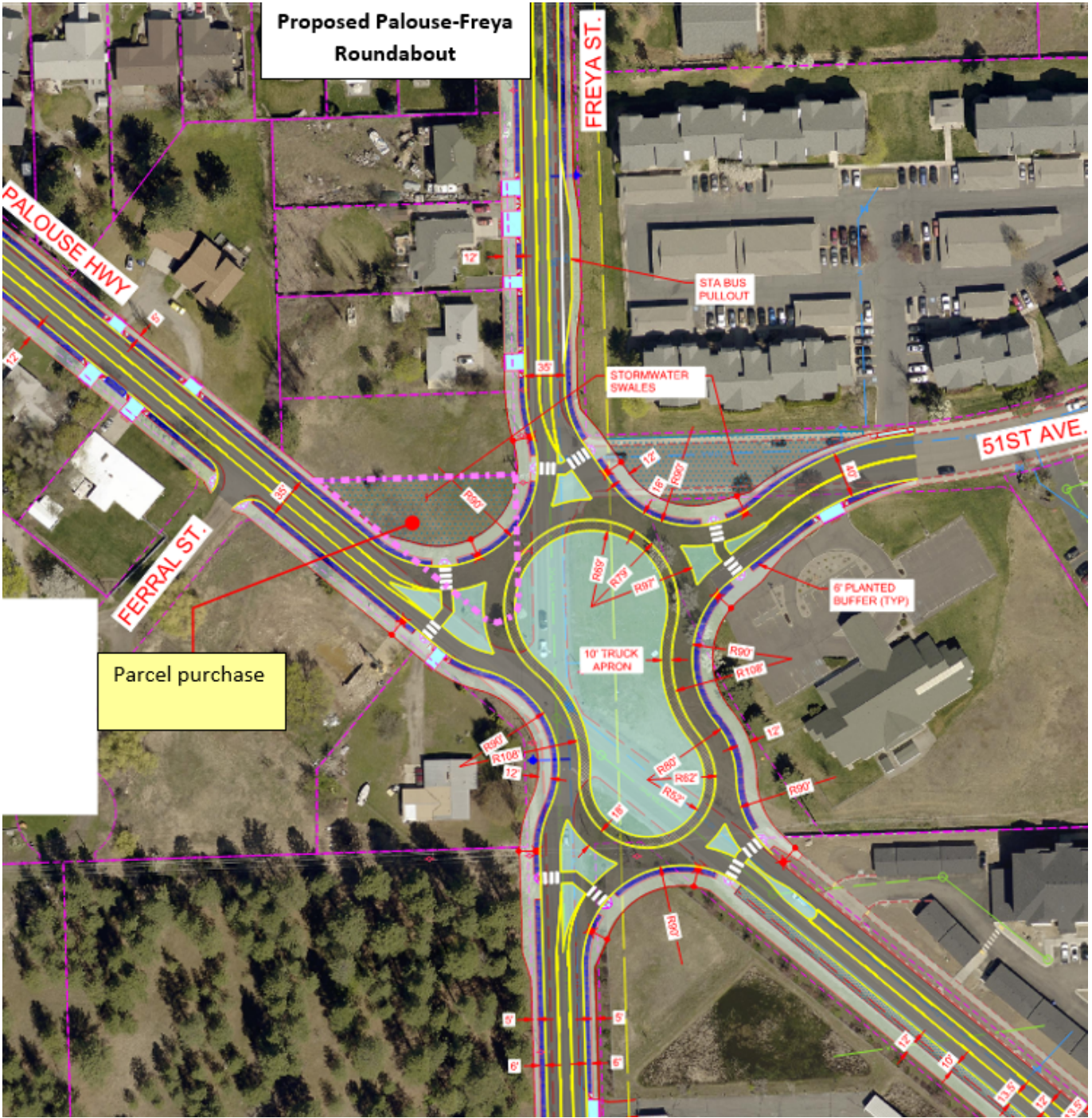
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



# Proposed Palouse-Freya Roundabout



After recording return document to:

**City of Spokane**  
**808 W. Spokane Falls Blvd.**  
**Spokane, WA 99201**

**Document Title: Warranty Deed**  
**Reference Number of Related Document:**  
**Grantor(s): Daniel G. Ghebream and Rahel Araya**  
**Grantee(s): City of Spokane**  
**Legal Description: Lot 5, Block 1, Russell's Sub.**  
**Assessor's Tax Parcel Number: 34032.0513**

### **WARRANTY DEED**

#### **Freya St. & Palouse Hwy Intersection**

The Grantors, **DANIEL G. GHEBREAM AND RAHEL ARAYA, A MARRIED COUPLE** for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to the **CITY OF SPOKANE, a Municipal Corporation**, Grantee, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

Lot 5, Block 1, Russell's Subdivision, as per plat recorded in Volume 7 of Plats, page 53,  
records of Spokane County,  
Situate in the City of Spokane, County of Spokane, State of Washington.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **CITY OF SPOKANE** unless and until accepted and approved hereon in writing for the **CITY OF SPOKANE**, by its authorized agent.





ESCROW AGREEMENT

**TO:**

**Spokane County Title Co.**  
1010 N. Normandie, Suite 100  
Spokane, WA 99201  
Attn: Cheleena

**Your Reference: SP42043**

**CUSTOMER REFERENCE: (SR/Title)**  
**Freya St. & Palouse HWY Intersection**

**Parcel No.: 34032.0513**  
Property Address: 5218 S. Freya St., Spokane,  
WA 99223

**DANIEL G. GHEBREAB AND RAHEL ARAYA, A MARRIED COUPLE** (Seller) and the City of Spokane, (Purchaser), mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The Sellers hereby authorizes the issuance of payment to the above Escrow Agent, for our benefit.
2. Receive herewith a Warranty Deed from the Seller to the City of Spokane as Purchaser, conveying all or a portion of the lands described in your above-referenced preliminary commitment.
3. Receive herewith a Real Estate Excise Tax Affidavit.
4. Receive the sum of \$253,772.54 said amount includes escrow fee.
5. The following is a summarized required disposition of all exceptions shown on your preliminary commitment dated May 15, 2024:

- 1: Delete: (State exempt per WAC 458-61A-206.)
2. 2024 RE Taxes. Delete, escrow to pay second half out of seller's proceeds.
- 3: Delete: Payoff in escrow.
4. Subject to.

Pay the following charges:

Escrow Fee of \$1,300.00 plus 117.00 sales tax for a total of 1,417.00, **to be paid by city.**

Statutory Evaluation Allowance \$750.00 to Kiemle Hagood, 601 W. Main Ave. Ste. 400, Spokane, WA 99201. Please reference invoice number: 202414275-1, **to be paid by city.**

Consulting fee in the amount of \$3,000.00 to Kiemle Hagood 601, W. Main Ave. Ste. 400, Spokane, WA 99201. Please reference invoice number: 202414275-1. **(This fee is to be paid out of seller's proceeds.)**

Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee or excise tax is to be charged to the Seller. **Fees are included in the funds from the city.**

6. When ready to vest title in the City of Spokane, record the instrument shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

As soon as possible after recording, please E-mail the enclosed recording and disbursement form to Stephanie Golly. E-mail: [stephanie@csrow.com](mailto:stephanie@csrow.com)

7. Remit the balance by check to Seller at 5125 S JULIA ST, SPOKANE, WA, 99223-8609 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$250,000.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.
9. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, 808 Spokane Falls Blvd., Spokane, WA 99201 Attn: Brittany Kraft

Seller:

Purchaser:

\_\_\_\_\_  
**DANIEL G. GHEBREAB** Date  
Phone No. \_\_\_\_\_

City of Spokane

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
**RAHEL ARAYA** Date  
Phone No. \_\_\_\_\_

## CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Detail of a deed of trust or mortgage payoff which includes:
  - Principal unpaid balance and date
  - Accrued interest and dates for which interest is paid
  - Prepayment penalty assessed, if any
  - Offset of reserves held by beneficiary or mortgagee
  - Net amount paid to beneficiary or mortgagee and date
- (f) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;\*
- (g) Endorsements to the effect that
  1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
  2. The closing officer certifies that the statement is true and correct.

\*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.

City of Spokane  
808 Spokane Falls Blvd.  
Spokane, WA 99208

County Parcel Number: 34032.0513  
Preliminary Commitment Number: **SP42043**

Attached is the information requested per the Escrow Agreement

Document: \_\_\_\_\_

Date Recorded \_\_\_\_\_ Recording No. \_\_\_\_\_

Document: \_\_\_\_\_

Date Recorded \_\_\_\_\_ Recording No. \_\_\_\_\_

DATE OF DISBURSEMENT OF FUNDS: \_\_\_\_\_

Spokane County Title Co.  
1010 N. Normandie, Suite 100  
Spokane, WA 99201

June 11, 2024

**DANIEL G. GHEBREAB**  
**RAHEL ARAYA**  
5125 S JULIA ST  
SPOKANE, WA, 99223-8609

RE: Tax Parcel No. 34032.0513  
**Freya St. & Palouse HWY Intersection**

Dear Mr. Ghebreab and Ms. Araya:

This is to advise you that as a result of the City's acquisition of all or a portion of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the City of Spokane will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the State.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,

---

Taylor Potts  
Acquisition Agent  
Commonstreet Consulting  
For City of Spokane



# REAL PROPERTY VOUCHER

<b>AGENCY NAME</b>  <b>CITY OF SPOKANE</b> REAL ESTATE SERVICES 808 Spokane Falls Blvd. Spokane, WA 99201		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT	DATED
<b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b> Spokane County Title Co. 1010 N. Normandie Spokane, WA 99201		TIN/SSN:  X <b>Daniel G. Ghebreab</b>	
<b>PROJECT NO. AND TITLE</b> Freya St. & Palouse Hwy Intersection		X <b>Rahel Araya</b>	
<b>FEDERAL AID NO.</b> N/A	<b>PARCEL NO.</b> 34032.0513		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
<b>Warranty Deed</b>			
<b>LAND:</b>			
13,478 sq ft of land in fee		+	<b>\$200,000.00</b>
<b>IMPROVEMENTS:</b>		+	
<b>DAMAGES:</b>			
Cost to Cure		+	
Proximity		+	
Other		+	
<b>SPECIAL BENEFITS</b>			
<b>JC (Just Compensation) Amount</b>			<b>\$200,000.00</b>
<b>REMAINDER:</b>			
Uneconomic Remnant		+	
Excess Acquisition		+	
<b>DEDUCTIONS:</b>			
Amount Previously Paid			
Performance Bond			
Salvage Amount			
Pre Paid Rent			
Other			
<b>ADMINISTRATIVE SETTLEMENT</b>		+	<b>\$50,000.00</b>
<b>STATUTORY EVALUATION ALLOWANCE</b>		+	<b>\$750.00</b>
<b>ESCROW FEE</b>		+	<b>\$1,417.00</b>
<b>REAL ESTATE EXCISE TAX</b>		+	<b>\$10.00</b>
<b>OTHER:</b> Title insurance of 987.54, Reconveyance fee of 303.50, Recording fee of 304.50,			<b>\$1,595.54</b>
		+	
<b>ACQUISITION AGENT</b>  Taylor Potts, Commonstreet Consulting	DATE	Voucher No.	<b>TOTAL AMOUNT PAID</b>  <b>\$253,772.54</b>
<b>AUTHORIZED AGENT FOR AGENCY</b>	DATE		



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Discussion

**Date Rec'd**

6/20/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept**

CITY COUNCIL

**Bid #**

**Contact Name/Phone**

ZACK ZAPPONE 6256

**Requisition #**

**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE

**Agenda Item Name**

0320 - SIDEWALK REPAIR PILOT PROGRAM RESOLUTION

**Agenda Wording**

A Resolution No. 2024-0000, relating to the Traffic Calming Fund requesting the mayor use current funding to establish a Sidewalk Improvement and Repair Pilot Program.

**Summary (Background)**

Requesting the Administration to implement a sidewalk repair pilot program using traffic calming funds that were replenished from grants secured by Integrated Capital Management.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? NO

Total Cost \$ 500000

Current Year Cost \$ 500000

Subsequent Year(s) Cost \$ unknown

**Narrative**

Providing funding to hire a project employee to oversee and administer the pilot program; focusing on sidewalks near low-income households and highly utilized pedestrian corridors along arterials, schools, parks and commercial areas.

**Amount**

**Budget Account**

Expense \$ 500000

# traffic calming fund (1380)

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	6/24/24
<b>Submitting Department</b>	COUNCIL
<b>Contact Name</b>	JACKSON DEESE
<b>Contact Email &amp; Phone</b>	JDEESE@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	ZAPPONE
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min
<b>Agenda Item Name</b>	SIDEWALK REPAIR PILOT PROGRAM RESOLUTION
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	REQUESTING ADMINISTRATION IMPLEMENT A SIDEWALK REPAIR PILOT PROGRAM USING TRAFFIC CALMING FUNDS THAT WERE REPLENISHED FROM GRANTS SECURED BY INTEGRATED CAPITAL MANAGEMENT.
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$500,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: TBD</p> <p><b>Narrative: <u>Providing funding to hire a project employee to oversee and administer the pilot program; focusing on sidewalks near low-income households and highly utilized pedestrian corridors along arterials, schools, parks and commercial areas.</u></b></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? <b>No, but could be allocated from future Traffic Calming Fund approvals if pilot is deemed successful.</b></p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul> <p><b>Funding would be directed towards low-income households who cannot personally afford the sidewalk improvements of their designated responsibility.</b></p> <ul style="list-style-type: none"> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul>	

**The project employee will be directed to consider these criteria in their recommendation of sidewalk repair locations.**

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

**Regular updates by the Administration to City Council during Public Infrastructure, Environment and Sustainability Committee meetings.**

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Improves sidewalks for pedestrian safety, and pilots a future recurring allocation of funding for sidewalk improvement that is financially sustainable.**

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

## RESOLUTION NO. 2024-0000

A Resolution No. 2024-0000, relating to the Traffic Calming Fund requesting the mayor use current funding to establish a Sidewalk Improvement and Repair Pilot Program.

**WHEREAS**, there is an urgent need to make our streets safer; and

**WHEREAS**, the sidewalk network in the City of Spokane is incomplete and completed portions are in need of repair; and

**WHEREAS**, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

**WHEREAS**, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

**WHEREAS**, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the “Traffic Calming Fund” into which funds from automated traffic safety cameras infractions were deposited; and

**WHEREAS**, under SMC 07.08.148, funds in the Traffic Calming Fund as to be used to pay for “traffic calming measures” and such operational expenses associated with the automated safety camera program; and

**WHEREAS**, in 2024, the Washington Legislature enacted Engrossed Substitute Senate Bill 2384, expanding the allowed uses and locations of automated safety cameras, defining allowed uses of revenues generated from automated safety-camera programs, permitting the use of non-commissioned individuals to review infractions, and enacting other provisions relating to automated safety cameras; and

**WHEREAS**, sidewalk network improvement and repair are issues of safety and accessibility; and

**WHEREAS**, roadways without sidewalks are more than twice as likely to have pedestrian crashes compared to roads with sidewalks on both sides of the street; and

**WHEREAS**, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which are applied for by neighborhoods; and

**WHEREAS**, the City Council historically has directed the allocation of funds generated from automated traffic safety cameras; and

**WHEREAS**, the Traffic Calming Fund is replenishing funds that were allocated for projects in 2025 with \$1 million in grants secured by Integrated Capital Management in 2024.

**NOW, THEREFORE, BE IT RESOLVED**, that the Spokane City Council requests that the Administration create a pilot sidewalk repair program for design in 2024 and construction in 2025.

**BE IT FURTHER RESOLVED**, that such program should prioritize sidewalk repair for low-income households and then sidewalk infill projects along highly utilized pedestrian routes along arterials such as bus stops, parks, commercial areas, and schools in consultation with the Transportation Commission.

**BE IT FURTHER RESOLVED**, that the Administration may use \$500,000 from the Traffic Calming Funds to hire a project employee to help create and administer the program as well as to fund sidewalk repairs and infill.

**BE IT ALSO RESOLVED**, that the Administration shall regularly update the City Council at the regularly scheduled Public Infrastructure, Environment, and Sustainability Committee.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Continuation of Wording, Summary, and Distribution**

**Agenda Item Name:** 4320 RESOLUTION WITH WHITNEY EQUIPMENT COMPANY, INC.

**Agenda Wording** (630 character max)

**Summary (Background)** (870 character max)

Resolution to authorize sole source procurement for Teledyne ISCO flow monitoring parts and supplies and authorizing the purchase from the only authorized dealer, Whitney Equipment Company, Inc.

This is a five-year sole source resolution scheduled to begin on August 1st, 2024, and to end on July 31st, 2029, at an estimated cost of \$680,000.00.

**Fiscal Impact**

**Budget Account**

Select \$  #

Select \$  #

**Distribution List**

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Save**

**Cancel**





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/14/2024

**Clerk's File #**

**Renews #**

**Cross Ref #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Project #**

**Contact Name/Phone**

KYLE 625-4647

**Bid #**

**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Requisition #**

VALUE BLANKET

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 RESOLUTION WITH WHITNEY EQUIPMENT COMPANY, INC.

**Agenda Wording**

Resolution to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. to supply Teledyne ISCO flow monitoring parts and supplies from August 1st, 2024 to July 31st, 2029 for a cost of \$680,000

**Summary (Background)**

RPWRF uses Teledyne ISCO flow monitoring parts and supplies, a patented portable modular monitoring system that utilizes ultrasonic, sonar and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSOs. This system is used to ensure compliance with the Department of Ecology and EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 680,000.00 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

**Narrative**

Value Blanket

**Amount**

**Budget Account**

Expense \$ 680,000.00

# 4320.43201.35148.53210

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



# Continuation of Wording, Summary, Approvals, and Distribution

## Agenda Wording

## Summary (Background)

Resolution to authorize sole source procurement for Teledyne ISCO flow monitoring parts and supplies and authorizing the purchase from the only authorized dealer, Whitney Equipment Company, Inc. This is a five-year sole source resolution scheduled to begin on August 1st, 2024, and to end on July 31st, 2029, at an estimated cost of \$680,000.00.

### **Approvals**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

### **Additional Approvals**


### **Distribution List**

Andrew Klempel andrew@weci.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	RPWRFAccounting@spokanecity.org
tlester@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24 <sup>th</sup> , 2024
<b>Submitting Department</b>	Wastewater Management/RPWRF
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>RPWRF uses Teledyne ISCO flow monitoring parts and supplies, a patented portable modular monitoring system that utilizes ultrasonic, sonar and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSOs. This system is used to ensure compliance with the Department of Ecology and EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit.</p> <p>Resolution to authorize sole source procurement for Teledyne ISCO flow monitoring parts and supplies and authorizing the purchase from the only authorized dealer, Whitney Equipment Company, Inc.</p> <p>This is a five-year sole source resolution scheduled to begin on August 1<sup>st</sup>, 2024, and to end on July 31<sup>st</sup>, 2029, at an estimated cost of \$680,000.00.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$680,000.00</u></p> <p style="padding-left: 20px;">Current year cost: Value Blanket over 5 years</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>Parts and Supplies</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

**Operations Impacts** (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?  
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Whitney Equipment Company, Inc. (Woodinville, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Teledyne ISCO Flow Monitoring Systems Parts and Supplies for a five (5) year period – approximately \$680,000.00 without public bidding.

WHEREAS, the Wastewater Management Department monitors the sewage flow in its sewer and storm lines; and

WHEREAS, the Department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor data and log the flow in an open channel (in the city’s case, sewer lines and CSO’s). This system is used to ensure compliance with Department of Ecology (DOE), EPA, and Sierra Club requirements regarding the Clean Water Act (CWA), which is the basis of the City’s NPDES (National Pollutant Discharge Elimination System) Permit as well as provide data for the implementation of the City’s Integrated strategy program; and

WHEREAS, the monitoring system “pushes” the data at specified time intervals to the City’s web server via Teledyne ISCO’s Flowlink Pro software, which recognizes programmed alarm conditions and initiates DOE required emergency maintenance response via Teledyne ISCO Flowlink Pro software, which was purchased by the City several years ago; and

WHEREAS, the Teledyne ISCO 2100 series monitors meet the department’s current and projected future needs. Any problems with the equipment and the software have been resolved with excellent assistance via the vendor’s customer support. It provides the correct quantity of ultrasonic level channels for the monitoring sites, it has reliable service/repairs/customer support, it has flexibility in its alarm configuration to comply with EPA/DOE requirements; and most importantly is the only known monitor system compatible with Teledyne Isco FlowLink Pro software; and extensive deployment of existing Teledyne Isco monitoring equipment; and

WHEREAS, the Teledyne ISCO flow monitoring system is a patented product and only available from authorized dealers; and

WHEREAS, Whitney Equipment Company, Inc. is the only authorized dealer for Washington State; and

WHEREAS, the Department anticipates the purchase of assorted monitors, probes and associated hardware for the upkeep, maintenance and possible expansion of the Teledyne ISCO flow monitoring program at a cost of 680,000.00 over five (5) years; which exceeds the 2024 public bid limit of \$50,000.00 for goods; --Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Teledyne ISCO Flow Monitoring a sole-source procurement and authorizes it’s purchase from Whitney Equipment Company, Inc. at an estimated cost of 140,000 including tax, per year, over five (5) years.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

---

City Clerk

Approved as to form:

---

Assistant City Attorney



Whitney Equipment Company, Inc.  
 16120 Woodinville Redmond Rd NE #3  
 Woodinville, WA 98072  
 Phone: 425/486-9499; 800/255-2580  
 Fax: 425/485-7409

May, 8th 2024

## Spokane CSO Equipment

The discount structure for Spokane WWTP is listed below. All discount rates are off of current Teledyne, Isco list price at time of order and are valid through CY2029 for Spokane.

Product	Qty	Discount	Lead Times
2100 series flow monitors (being sunset)	1+	5%	6-8 weeks

Product	Qty	Discount	Lead Times
Duratracker series flow monitors	1-10	5%	4-6 weeks
Duratracker series flow monitors	10-20	10%	4-8 weeks
Duratracker series flow monitors	20+	15%	4-10 weeks

Product	Qty	Discount	Lead Times
Signature series flow monitors	1-10	5%	4-6 weeks
Signature series flow monitors	10-20	10%	4-8 weeks
Signature series flow monitors	20+	15%	4-10 weeks

- Expect a price increase of 5-10 % in 2024 and 2025

Best regards,

*Andrew M Klempel*

Andrew Klempel  
 Sales Manager  
 Authorized Representative



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/30/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #**

**Contact Name/Phone**

KYLE 625-4647

**Requisition #**

VALUE BLANKET

**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 VALUE BLANKET TO OXARC, LLC TO SUPPLY SULFURIC ACID SOLUTION

**Agenda Wording**

RFQ 6138-24 was issued to enable us to procure this necessary product on an as needed basis. The contract shall be with OXARC, for a five-year period beginning July 15, 2024, and terminating on July 14, 2029 for an estimated total cost of \$263,050.00

**Summary (Background)**

Sulfuric Acid Solution H2SO4 50% is used as part of the cleaning cycle of the membranes. It is vital to get the membranes completely clean and ready to treat the water.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ \$263,050.00

Current Year Cost \$ \$52,610.00

Subsequent Year(s) Cost \$ \$52,610.00

**Narrative**

Operating need from our department chemical budget.

**Amount**

**Budget Account**

Expense \$ \$263,050.00

# 4320.43260.35148.53203

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#





## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

GENNETT, RAYLENE

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

value blanket

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

rpwrfaccounting@spokanecity.org

tlester@spokanecity.org

jeckhart@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	6/24/24
<b>Submitting Department</b>	Wastewater Management/RPWRF
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award five (5) year value blanket contract to supply Sulfuric Acid Solution H2SO4 50% to OXARC
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>RFQ 6138-24 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Sulfuric Acid Solution H2SO4 50% is used as part of the cleaning cycle of the membranes. It is vital to get the membranes completely clean and ready to treat the water.</p> <p>The contract shall be with OXARC for a five-year period beginning approximately July 15, 2024, and terminating on July 14, 2029.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$263,050.00</u></p> <p>    Current year cost: \$52,610.00</p> <p>    Subsequent year(s) cost: \$52,610.00</p> <p><b>Narrative:</b> <u>Operating need from our department chemical budget.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? 5-year value blanket</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> </ul>	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



CITY OF SPOKANE - RPWRF

**BID TABULATION**

RFQ 6128-24

**SULFRUIC ACID H2S04 50% AS NEEDED**

Reference Number	Description	Type	UOM	Quantity	OXARC	Northstar Chemical, Inc
Product - Estimated Annual Usage.						
1	Sulfuric Acid 50%	Base	Gallon	12,200.00	\$52,460.00	\$81,130.00
Emergency Delivery						
1	Additional Freight cost per lb for Emergency Deliveries ONLY	Base	EA	1	\$150.00	\$0.09
<b>Total Extended</b>					<b>\$52,610.00</b>	<b>\$81,130.09</b>

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. OTHER CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING QUALIFICATION.

NDATION.  
ING SPECIFICATIONS.

## Bid Response Summary

**Bid Number** RFQ 6138-24  
**Bid Title** Sulfuric Acid, H2SO4 50%, As Needed (Re-Bid)  
**Due Date** Wednesday, May 29, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** OXARC  
**Submitted By** JARED FRITZ - Wednesday, May 29, 2024 7:38:15 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 jfritz@oxarc.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
Contact Information			
	1.	List Company Name & Address and Name of person submitting this bid response, including e-mail address and telephone number	Oxarc llc 4003 E broadway ave spokane wa 99202 Jfritz@oxarc.com Jared Fritz 360- 901-8584
	2.	How many Addenda do you acknowledge receipt of?	0
Delivery			
	1.	Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within seven (7) Business Days ARO.	I Agree
	2.	EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	I Agree
	3.	These items will be purchases on an "As Needed" basis by the Riverside Park Water Reclamation Facility Department	I Agree
	4.	F.O.B. Delivery Point: 4401 North Aubrey L. White Pkway, Spokane WA 99205	I Agree
	5.	Deliveries are to be made from 7:30 a.m. to 2:00 p.m. Monday through Thursday, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:00 PM)	I Agree
	6.	Deliveries made outside these arranged ours may be arranged occasionally on a case-by-case basis; notification must be made at least 1 hour prior to delivery.	I Agree
	7.	All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:00 p.m. may be required to delay unloading until the following acceptable business day.	I Agree
	8.	The City of Spokane reserves the right to add delivery locations, if needed, withing the city limits.	I Agree
Term of Value Blanket Order			
	1.	The Value Blanket Order resulting from this Request for Quote will be for a Three (3) year term with two (2) one-year optional renewal terms.	I Agree
Payment Terms			

1.	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Agree
Sales Tax		
1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I Agree
Additional Items		
1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	I Agree
Business Registration		
1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I Acknowledge
2.	Suppliers Business Registration No.	A00192025
Special Instructions		
1.	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I Agree
2.	Bidders must UPLOAD HERE, a cover letter stating qualifications for supplying specified product on contract with the City of Spokane.	SULFURIC ACID 50% SOLN (CCDC) PROP 65.pdf
3.	Vendors being considered for award must supply a typical analysis sheet of their product analyzing for the parameters listed in the quote.	I Agree

4.	Any Sulfuric Acid 50% delivered that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the city will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the vendor.	I Agree
5.	The awarded vendor may be subject to grab analyses to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at the time of product delivery. Product performance will additionally be evaluated as to its performance in previous years.	I Agree
6.	Upon delivery of non-conforming product, the vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.	Yes
7.	Certificate of Analysis: Upon delivery, the City shall be provided with a certificate of analysis which details the percent of NaOH and the Specific Gravity. The certificate shall include gross, tare and net delivery weights.	I Agree
8.	A representative 500 mL sample is to be extracted, prior to unloading, from each delivery for analysis by the RPWRF's laboratory. All material will be analyzed by the RPWRF lab staff in accordance with Standard Methods. SOP's and calculations can be provided by the RPWRF laboratory upon request.	I Agree
9.	If the product differs from the provisions contained herein, these differences must be explained in detail	I acknowledge
10.	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	Yes
11.	Brochures to be included with Bid Proposal forms.	I Agree
12.	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I Agree
13.	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I Agree
14.	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible within 7 days ARO.	I Agree



15.	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I Agree
16.	Federal and State laws governing this product must be satisfied.	I Agree
17.	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I Agree
18.	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I Agree
19.	SAFETY DATA SHEETS must be uploaded here for the product you are quoting on.	SULFURIC ACID 50% TG CCDC 11-13-2019 SDS.pdf
20.	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	SULFURIC ACID 50% SOLN (CCDC) PROP 65.pdf
21.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.	I Agree
Product Technical Specifications		
1.	Sulfuric Acid H <sub>2</sub> SO <sub>4</sub> , 50%, Technical Grade	Yes
1.1	CAS number: 7664-93-9	I acknowledge
1.2	Appearance: Clear Liquid	I acknowledge
1.3	Sulfuric Acid Content as %W/W: 49.0 to 51.0	I acknowledge
1.4	Specific Gravity: 1.309 to 1.409	I acknowledge
Technical Specifications		
1.	Sulfuric Acid Solution 50% to be transported in a DOT approved Tanker.	I Agree
1.1	If you took exception to #1 above, explain in detail.	Every truck driver in the company has a CDL with Hazmat in a approved Tanker.
2.	Deliveries shall be transferred to two 680-gallon storage tanks at the Riverside Park Water Reclamation Facility.	I Agree
2.1	If you took exception to #4 above, explain in detail.	This has been an ongoing process with Oxarc.
3.	Delivery method and equipment shall be compatible with the RPWRF site and with receiving and storage equipment available at the site.	I Agree

	3.1	If you took exception to #5 above, explain in detail.	Oxarcs equipment has been compatible ever since we have been distributing this product to your facility.
Terms & Conditions			
	1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
	2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge
	3.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I Acknowledge
	4.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I Acknowledge
	5.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
	6.	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is
	7.	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
	8.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I Acknowledge
	9.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I Acknowledge
	10.	If the product differs from the provisions contained herein, these differences must be explained in detail.	N/A

11.	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I Acknowledge
12.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I Acknowledge
13.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser’s best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge
14.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
15.	ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____	I agree
16.	INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller’s review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller’s right to refuse to sell additional items at the time of request shall be absolute.	I agree
Polychlorinated Biphenyls (PCBs)		
1.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
2.	If so, were PCBs found at a measureable level?	Yes
3.	If so, attach the results or note from whom the results can be obtained.	SULFURIC ACID 50% #2404048 COA.pdf
4.	Do you have reason to believe the product contains measureable levels of PCBs?	No

5.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Evaluation of Quotes		
1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product - Estimated Annual Usage.								
	1.	Sulfuric Acid 50%	Base	Gallon	12,200.00	\$4.30	\$52,460.00	
Emergency Delivery								
	1.	Additional Freight cost per lb for Emergency Deliveries ONLY	Base	EA	1.00	\$150.00	\$150.00	
<b>Total Base Bid</b>							\$52,610.00	

## SAFETY DATA SHEET

This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements of the Global Harmonizing System.  
THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD)  
IMPORTANT: Read this SDS before handling & disposing of this product.  
Pass this information on to employees, customers, & users of this product.

### SECTION 1. IDENTIFICATION OF THE SUBSTANCE OR MIXTURE AND OF THE SUPPLIER

PRODUCT IDENTITY: SULFURIC ACID 50% (TECHNICAL GRADE)  
SYNONYMS: Oil of Vitriol  
PRODUCT USES: Industrial cleaning, batteries, industrial processes  
RESTRICTIONS: Professional use only  
COMPANY IDENTITY: Cascade Columbia Distribution Company  
COMPANY ADDRESS: 6900 Fox Avenue S.  
COMPANY CITY: Seattle, WA 98108  
COMPANY PHONE: 1-206-763-2351  
EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)  
CANUTEC: 1-613-996-6666 (CANADA)

### SECTION 2. HAZARDS IDENTIFICATION

#### SIGNAL WORD: DANGER!!!

2.1 HAZARD STATEMENTS: (CAT = Hazard Category)  
(H200s) PHYSICAL: Corrosive To Metals (CAT:1)  
**H290 MAY BE CORROSIVE TO METALS.**

(H300s) HEALTH: Acute Toxicity, Oral (CAT:1)  
**H300 FATAL IF SWALLOWED.**

(H300s) HEALTH: Skin Corrosion/Irritation (CAT:1A)  
**H314 CAUSES SEVERE SKIN BURNS AND EYE DAMAGE.**

(H300s) HEALTH: Acute Toxicity, Inhalation (CAT:4)  
**H332 FATAL IF INHALED.**

(H400s) ENVIRONMENT: Hazardous to the aquatic environment, acute (CAT:3)  
**H402 HARMFUL TO AQUATIC LIFE.**

#### 2.2 PRECAUTIONARY STATEMENTS:

**P100s = General, P200s = Prevention, P300s = Response, P400s = Storage, P500s = Disposal**

P202 Do not handle until all safety precautions have been read and understood.

P234 Keep only in original container.

P260 Do not breathe dust/fume/gas/mist/vapors/spray.

P264 Wash hands thoroughly after handling.

P270 Do not eat, drink, or smoke when using this product.

P271 Use only outdoors or in a well-ventilated area.

P273 Avoid release to the environment.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+361+353 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing.  
Rinse SKIN with water/shower.

P304+340 IF INHALED: Remove victim to fresh air and Keep at rest in a position comfortable for breathing.

P305+351+338 IF IN EYES: Rinse cautiously with water for several minutes.  
Remove contact lenses, if present and easy to do. Continue rinsing.

P308+313 If exposed or concerned: Get medical attention.

P310 Immediately call a POISON CENTER or doctor/physician.



- P363 Wash contaminated clothing before reuse.
- P390 Absorb spillage to prevent material damage.
- P403+233 Store in a well-ventilated place. Keep container tightly closed.
- P405 Store locked up.
- P406 Store in corrosive resistant container with a resistant inner liner.
- P500 Dispose of contents/container following local/regional/federal regulations.

**2.3 HAZARDS NOT OTHERWISE CLASSIFIED: None**

**SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.**

### **SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**

**3.1 MIXTURE OR SUBSTANCE: Mixture**

<b>MATERIAL</b>	<b>CAS#</b>	<b>EINECS#</b>	<b>WT %</b>
Water	7732-18-5	231-791-2	49-51%
Sulfuric Acid	7664-93-9	231-639-5	49-51%
Other components below reportable levels			<0.2%

The specific chemical component identities and/or the exact component percentages of this material may be withheld as trade secrets. This information is made available to health professionals, employees, and designated representatives in accordance with the applicable provisions of 29 CFR 1910.1200 (I)(1).

TRACE COMPONENTS: Trace ingredients (if any) are present in < 1% concentration, (< 0.1% for potential carcinogens, reproductive toxins, respiratory tract mutagens, and sensitizers). None of the trace ingredients contribute significant additional hazards at the concentrations that may be present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalents, and Canadian Hazardous Materials Identification System Standard (CPR 4).

### **SECTION 4. FIRST AID MEASURES**

**4.1 MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE & CHRONIC:**

See Section 11 for symptoms/effects, acute & chronic.

**4.2 GENERAL ADVICE:**

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists, refer to Section 8 for specific personal protective equipment.

**4.3 EYE CONTACT:**

If this product enters the eyes, check for and remove any contact lenses. Open eyes while under gently running water. Use sufficient force to open eyelids. "Roll" eyes to expose more surface. Minimum flushing is for 15 minutes. Seek immediate medical attention.

**4.4 SKIN CONTACT:**

If the product contaminates the skin, immediately begin decontamination with running water. Minimum flushing is for 15 minutes. Remove contaminated clothing, taking care not to contaminate eyes. Seek medical attention. Wash contaminated clothing before reuse, discard contaminated shoes.

**4.5 INHALATION:**

Remove to fresh air. If breathing is difficult, give oxygen. If breathing has stopped, trained personnel should immediately begin artificial respiration. Seek immediate medical attention.

#### 4.6 SWALLOWING:

If swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY. If professional advice is not available, give two glasses of water to drink. DO NOT INDUCE VOMITING. Never induce vomiting or give liquids to someone who is unconscious, having convulsions, or unable to swallow. Seek immediate medical attention.

**4.7 RESCUERS:** Victims of chemical exposure must be taken for medical attention. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Take a copy of label and SDS to physician or health professional with victim.

#### 4.8 NOTES TO PHYSICIAN:

There is no specific antidote. Treatment of overexposure should be directed at the control of symptoms and the clinical condition of the patient. Any material aspirated during vomiting may cause lung injury. Therefore, emesis should not be induced mechanically or pharmacologically. If it is considered necessary to evacuate the stomach contents, this should be done by means least likely to cause aspiration (such as: Gastric lavage after endotracheal intubation). Keep victim warm and quiet. Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed.

### SECTION 5. FIRE FIGHTING MEASURES

#### 5.1 FIRE & EXPLOSION PREVENTIVE MEASURES:

Isolate from alkalis, oxidizers, organics, extreme heat and open flames.

#### 5.2 SUITABLE (& UNSUITABLE) EXTINGUISHING MEDIA:

Dry chemical or CO2. Use extinguishing agent appropriate for surrounding fire. Keep containers cool. Contact with water generates heat.

#### 5.3 SPECIAL PROTECTIVE EQUIPMENT & PRECAUTIONS FOR FIRE FIGHTERS:

Cool closed containers. Use fog nozzles if water is used. Do not enter confined fire-space without full bunker gear. (Helmet with face shield, bunker coats, gloves & rubber boots, self-contained breathing apparatus). When material is not involved in fire: do not use water on material itself.

#### 5.4 SPECIFIC HAZARDS OF CHEMICAL & HAZARDOUS COMBUSTION PRODUCTS:

Reacts with most metals producing hydrogen which is extremely flammable & may explode. Keep container tightly closed. Isolate from oxidizers, alkalis, heat, & open flame. Applying to hot surfaces requires special precautions.

### SECTION 6. ACCIDENTAL RELEASE MEASURES

#### 6.1 SPILL AND LEAK RESPONSE AND ENVIRONMENTAL PRECAUTIONS:

Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a spill, clear the affected area, protect people, and respond with trained personnel. Stop leak if you can do it without risk. Prevent additional discharge of material, if possible to do so without hazard. For large spills, implement cleanup procedures and, if in public area, advise authorities.

#### 6.2 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES:

The proper personal protective equipment for incidental releases (such as: 1 Liter of the product released in a well-ventilated area), use impermeable gloves, they should be Level B: chemical resistant gloves, suit and boots, hard-hat, and Self-Contained Breathing



**Apparatus** specific for the material handled, goggles, face shield, and appropriate body protection. In the event of a large release, use impermeable gloves, specific for the material handled, chemically resistant suit and boots, and hard hat. Self-Contained Breathing Apparatus or respirator may be required where engineering controls are not adequate or conditions for potential exposure exist. When respirators are required, select NIOSH/MSHA approved based on actual or potential airborne concentrations in accordance with latest OSHA and/or ANSI recommendations. Full encapsulating, vapor protective clothing should be worn for spills and leaks with no fire.

### 6.3 ENVIRONMENTAL PRECAUTIONS:

Stop spill at source. Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material. Close or cap valves and/or block or plug hole in leaking container and transfer to another container. Keep from entering storm sewers and ditches which lead to waterways, and if necessary, call the local fire or police department for immediate emergency assistance.

### 6.4 METHODS AND MATERIAL FOR CONTAINMENT & CLEAN-UP:

Dike far ahead of liquid spill for later disposal. Absorb spilled liquid with soda ash or lime. Use non-combustible absorbent (such as: sand, soil, etc.). Shovel up and place all spill residue in suitable containers. Clean contaminated surfaces thoroughly. Dispose of residue at an appropriate waste disposal facility according to applicable laws and regulations and product characteristics at time of disposal (see Section 13 - Disposal Considerations).

## SECTION 7. HANDLING AND STORAGE

### 7.1 PRECAUTIONS FOR SAFE HANDLING:

Isolate from oxidizers, alkalis, heat, & open flame. Use only with adequate ventilation. Do not get in eyes, on skin or clothing. Consult Safety Equipment Supplier. Wear goggles, face shield, gloves, apron & footwear impervious to material. Wash clothing before reuse. Continue all label precautions! NEVER pour water into this substance. When dissolving or diluting, always add it slowly to the water.

### 7.2 CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES:

Keep container tightly closed & upright when not in use to prevent leakage. Store in a dry, cool and well-ventilated place, in properly labeled containers. Keep separated from strong oxidants, strong bases, combustible & reducing substances, metals, food & feedstuffs, incompatible materials. See: Section 10, <Materials to Avoid>. Do not store above 49 C/120 F. Reacts with most metals producing hydrogen which is extremely flammable & may explode. Wear full face shield, gloves & full protective clothing when opening or handling. When empty, drain completely, replace bungs securely.

### 7.3 NONBULK: CONTAINERS:

Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Empty containers should be handled with care. Never store food, feed, or drinking water in containers which held this product.

### 7.4 BULK CONTAINERS:

All tanks and pipelines which contain this material must be labeled. Perform routine maintenance on tanks or pipelines which contain this product. Report all leaks immediately



to the proper personnel.

**7.5 TANK CAR SHIPMENTS:**

Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Engineering Controls and Personal Protective Equipment.). All loading and unloading equipment must be inspected, prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level, brakes must be set or wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tanks (for unloading) must be verified to be correct for receiving this product and be properly prepared, prior to starting the transfer operations. Hoses must be verified to be in the correct positions, before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operations. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

**7.6 PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:**

Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Always use this product in areas where adequate ventilation is provided. Collect all rinsates and dispose of according to applicable Federal, State, Provincial, or local procedures.

**7.7 EMPTY CONTAINER WARNING:**

Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY BURST AND CAUSE INJURY OR DEATH.**

**SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**8.1 EXPOSURE LIMITS:**

CHEMICAL NAME	CAS #	EINEC #	OSHA PEL	Ca1/OSHA PEL	NIOSH REL	ACGIH TLV	IDLH
SULFURIC ACID	7664-93-9	231-639-5	TWA: 1 mg/m <sup>3</sup>	TWA: 0.1 mg/m <sup>3</sup>	TWA:1 mg/m <sup>3</sup>	TWA: 0.2 mg/m <sup>3</sup> (thoracic particulate matter)	15 mg/m <sup>3</sup>
				STEL: 3 mg/m <sup>3</sup>			

This product contains no EPA Hazardous Air Pollutants (HAP) in amounts > 0.1%.

**8.2 APPROPRIATE ENGINEERING CONTROLS:**

**RESPIRATORY EXPOSURE CONTROLS**

Airborne concentrations should be kept to lowest levels possible. If vapor, dust or mist is generated and the occupational exposure limit of the product, or any component of the product, is exceeded, use appropriate NIOSH or MSHA approved air purifying or air-supplied respirator authorized in 29 CFR 1910.134, European Standard EN 149, or applicable State regulations, after determining the airborne concentration of the contaminant. Air supplied respirators should always be worn when airborne concentration of the contaminant or oxygen content is unknown. Maintain airborne contaminant concentrations below exposure limits. If adequate ventilation is not available or there is potential for airborne exposure above the exposure limits, a respirator may be worn up to the respirator exposure limitations, check with respirator equipment manufacturer's recommendations/limitations. For particulates, a particulate respirator (NIOSH Type N95 or better filters) may be worn. If oil particles (such as: lubricants, cutting fluids, glycerine and so on) are present,

use a NIOSH Type R or P filter. For a higher level of protection, use positive pressure supplied air respiration protection or Self-Contained Breathing Apparatus or if oxygen levels are below 19.5% or are unknown.

**EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS**

Positive pressure, full-face piece Self-Contained Breathing Apparatus; or positive pressure, full-face piece Self-Contained Breathing Apparatus with an auxilliary positive pressure Self-Contained Breathing Apparatus.

**VENTILATION**

LOCAL EXHAUST: Necessary                      MECHANICAL (GENERAL): Necessary  
SPECIAL:                      None                      OTHER:                      None  
Please refer to ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.

**8.3 INDIVIDUAL PROTECTION MEASURES, SUCH AS PERSONAL PROTECTIVE EQUIPMENT:**

**EYE PROTECTION:**

Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts. If contact is possible, chemical splash goggles should be worn, when a higher degree of protection is necessary, use splash goggles or safety glasses. Face-shields are recommended when the operation can generate splashes, sprays or mists.

**HAND PROTECTION:**

Use gloves chemically resistant to this material. Preferred examples: Butyl rubber, Chlorinated Polyethylene, Polyethylene, Ethyl vinyl alcohol laminate ("EVAL"), Polyvinyl alcohol ("PVA"). Examples of acceptable glove barrier materials include: Natural rubber ("latex"), Neoprene, Nitrile/butadiene rubber ("nitril") or ("NBR"), Polyvinyl chloride ("PVC") or "vinyl"), Viton. Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

**BODY PROTECTION:**

Use body protection appropriate for task. Cover-all, rubber aprons, or chemical protective clothing made from impervious materials are generally acceptable, depending on the task.

**WORK & HYGIENIC PRACTICES:**

Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using toilet facilities and at the end of the working period. Provide readily accessible eye wash stations & safety showers. Remove clothing that becomes contaminated. Destroy contaminated leather articles. Launder or discard contaminated clothing.

**SECTION 9. PHYSICAL & CHEMICAL PROPERTIES**

APPEARANCE:                      Liquid, Water-White  
ODOR:                              None  
ODOR THRESHOLD:                      Not Available  
pH (Neutrality):                      < 1  
MELTING POINT/FREEZING POINT:                      -35 to 11 C / -31 to 52 F  
BOILING RANGE (IBP,Dry Point):                      193 to 327 C / 379 to 621 F

FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-Butyl Acetate=1):	Not Applicable
FLAMMABILITY CLASSIFICATION:	Noncombustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
UPPER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
VAPOR PRESSURE (mm of Hg)@20 C	< 0.3
VAPOR DENSITY (air=1):	3.4
GRAVITY @ 68/68F / 20/20C:	
DENSITY:	1.248 (25%); 1.416 (50%)
SPECIFIC GRAVITY (Water=1):	1.250 (25%); 1.418 (50%)
POUNDS/GALLON:	11.812
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
VOCs (>0.044 Lbs/Sq In) :	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
TOTAL VOC'S (TVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC'S (CVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
HAZARDOUS AIR POLLUTANTS (HAPS):	0.0 Wt% /0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC PARTIAL PRESSURE (mm of Hg @ 20 C)	0.0
VISCOSITY @ 100 C (ASTM D445)	514.0 cSt
VISCOSITY @ 20 C (ASTM D445):	Not Available

\* Using CARB (California Air Resources Board Rules).

## SECTION 10. STABILITY & REACTIVITY

### 10.1 REACTIVITY & CHEMICAL STABILITY:

Stable under normal conditions, but Reacts with most metals producing hydrogen which is extremely flammable & may explode.

### 10.2 POSSIBILITY OF HAZARDOUS REACTIONS & CONDITIONS TO AVOID:

Isolate from sources of ignition, heat, & open flame.

### 10.3 INCOMPATIBLE MATERIALS:

The substance is a strong acid, reacts violently with bases and is corrosive. Upon heating, irritating and toxic fumes are formed including sulfur oxides. The substance is a strong oxidant & reacts violently with combustible & reducing materials. Corrosive to most common metals, forming flammable/explosive gas (hydrogen). Concentrated sulfuric acid reacts violently with water & organic materials with much heat.

### 10.4 HAZARDOUS DECOMPOSITION PRODUCTS:

Upon heating, irritating and toxic fumes are formed including sulfur oxides.

### 10.5 HAZARDOUS POLYMERIZATION:

Will not occur.

## SECTION 11. TOXICOLOGICAL INFORMATION

### 11.1 ACUTE HAZARDS

**Likely route of exposures:** Inhalation, Absorption, and Skin/Eye contact.

#### 11.1.1 EYE & SKIN CONTACT:

Severe burns to skin, defatting, dermatitis. Wash thoroughly after handling.

#### 11.1.2

Severe burns to eyes, redness, tearing, and blurred vision.

Liquid can cause severe eye burns.

**11.1.3 INHALATION:**

Severe respiratory tract irritation may occur. Vapor harmful.

**11.1.4 SWALLOWING:**

Harmful or fatal if swallowed.

**11.2 SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED**

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:**

Pre-existing disorders of any target organs mentioned in this Document can be aggravated by over-exposure by routes of entry to components of this product.

Persons with these disorders should avoid use of this product.

**11.3 CHRONIC HAZARDS**

**11.3.1 CARCINOGENICITY:**

Sulfuric Acid is not listed as a carcinogen by OSHA, NTP, IARC, or ACGIH. However, "strong inorganic acid mists containing sulfuric acid" (or "acid mists, strong inorganic") is classified as Group A2-Suspected Human Carcinogen by ACGIH, Group 1- Carcinogenic to Humans by IARC, and Known to be Human Carcinogen by NTP. OSHA has not classified strong inorganic acid mists containing sulfuric acid as a carcinogen.

**11.3.2 TARGET ORGANS:** May cause damage to target organs, based on animal data.

**11.3.3 IRRITANCY:** Irritating to contaminated tissue.

**11.3.4 SENSITIZATION:** No component is known as a sensitizer.

**11.3.5 MUTAGENICITY:** No known reports of mutagenic effects in humans.

**11.3.6 EMBRYOTOXICITY:** No known reports of embryotoxic effects in humans.

**11.3.7 TERATOGENICITY:** No known reports of teratogenic effects in humans.

**11.3.8 REPRODUCTIVE TOXICITY:** No known reports of reproductive effects in humans.

A MUTAGEN is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate across generational lines. An EMBRYOTOXIN is a chemical which causes damage to a developing embryo (such as: within the first 8 weeks of pregnancy in humans), but the damage does not propagate across generational lines. A TERATOGEN is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A REPRODUCTIVE TOXIN is any substance which interferes in any way with the reproductive process.

**11.4 MAMMALIAN TOXICITY INFORMATION**

LD50 (Oral, Acute): 2140 mg/kg (Rat)

LC50 / 2 hours: 510 mg/m<sup>3</sup> (Rat), 320 mg/m<sup>3</sup> (Mouse)

**SECTION 12. ECOLOGICAL INFORMATION**

**12.1 ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.**

**12.2 EFFECT OF MATERIAL ON PLANTS AND ANIMALS:**

This product may be harmful or fatal to plant and animal life if released into the environment. Refer to Section 11 (Toxicological Information) for further data on the effects of this product's components on test animals.

**12.3 EFFECT OF MATERIAL ON AQUATIC LIFE:**

The substance is harmful to aquatic organisms.

LC50 / 48 hours: 49 mg/L, Tap Water, 20 C (Bluegill sunfish)

LC50 / 48 hours: 100 - 330 mg/L, Aerated Water (Flounder)

**12.4 MOBILITY IN SOIL**

Mobility of this material has not been determined.

### 12.5 DEGRADABILITY

This product is completely biodegradable.

### 12.6 ACCUMULATION

Bioaccumulation of this product has not been determined.

## SECTION 13. DISPOSAL CONSIDERATIONS

### THE GENERATION OF WASTE SHOULD BE AVOIDED OR MINIMIZED WHEREVER POSSIBLE.

Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled.

Incineration or landfill should only be considered when recycling is not feasible.

This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers and liners may retain some product residues. Vapor from some product residues may create a highly flammable or explosive atmosphere inside the container. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE USED CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY BURST AND CAUSE INJURY OR DEATH.** Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Processing, use or contamination may change the waste disposal requirements. Do not dispose of on land, in surface waters, or in storm drains. Waste should be recycled or disposed of in accordance with regulations. Large amounts should be collected for reuse or consigned to licensed hazardous waste haulers for disposal.

**ALL DISPOSAL MUST BE IN ACCORDANCE WITH ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL REGULATIONS. IF IN DOUBT, CONTACT PROPER AGENCIES. EPA CHARACTERISTIC: D002**

## SECTION 14. TRANSPORT INFORMATION

MARINE POLLUTANT: No  
DOT/TDG SHIP NAME: UN2796, Sulfuric acid, 8, PG-II  
DRUM LABEL: Corrosive  
CONTAINER LABEL: UN2796, Sulfuric acid, 8, PG-II  
IATA / ICAO: UN2796, Sulfuric acid, 8, PG-II  
IMO / IMDG: UN2796, Sulfuric acid, 8, PG-II  
EMERGENCY RESPONSE GUIDEBOOK NUMBER: 157

## SECTION 15. REGULATORY INFORMATION

### 15.1 EPA REGULATION:

**SARA SECTION 311/312 HAZARDS: Acute Health, Reactivity**

All components of this product are on the TSCA inventory.

SARA Title III Section 313 Supplier Notification

This product contains the indicated <\*> toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning & Community Right-To-Know Act of 1986 & of 40 CFR 372. This information must be included in all MSDSs that are copied and distributed for this material.

SARA TITLE III INGREDIENTS	CAS#	EINECS#	(REG. SECTION)	RQ(LBS)
*Sulfuric Acid	7664-93-9	231-639-5	(302,311,312,313)	1000

**EXTREMELY HAZARDOUS SUBSTANCE (EHS): YES**

### 15.2 STATE REGULATIONS:

COMPANY IDENTITY: Cascade Columbia Distribution Company  
PRODUCT IDENTITY: SULFURIC ACID 50% (TECHNICAL GRADE)

SDS DATE: 11/13/2019  
ORIGINAL: 04/07/2015

**CALIFORNIA SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT (PROPOSITION 65):**

This product contains a chemical known to the State of California to cause cancer: Strong inorganic acid mists containing Sulfuric Acid.

**15.3 INTERNATIONAL REGULATIONS**

The identified components of this product are listed on the chemical inventories of the following countries:

Australia (AICS), Canada (DSL or NDSL), China (IECSC), Europe (EINECS, ELINCS), Japan (METI/CSCL, MHLW/ISHL), South Korea (KECI), New Zealand (NZIoC), Philippines (PICCS), Switzerland (SWISS), Taiwan (NECSI), USA (TSCA).

**15.4 CANADA: WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

D2B: Irritating to skin / eyes.

E: Corrosive Material.

This product was classified using the hazard criteria of the Controlled Products Regulations (CPR). This Document contains all information required by the CPR.

**SECTION 16. OTHER INFORMATION**

**16.1 HAZARD RATINGS:**

HEALTH (NFPA): 3, HEALTH (HMIS): 3, FLAMMABILITY: 0, PHYSICAL HAZARD: 1  
(Personal Protection Rating to be supplied by user based on use conditions.)

This information is intended solely for the use of individuals trained in the NFPA & HMIS hazard rating systems.

**16.2 EMPLOYEE TRAINING**

See Section 2 for Risk & Safety Statements. Employees should be made aware of all hazards of this material (as stated in this SDS) before handling it.

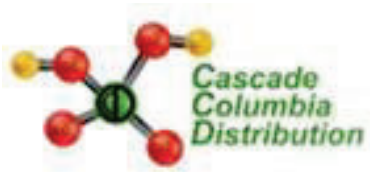
**16.3 SDS DATE: 11/13/2019**

**NOTICE**

The supplier disclaims all expressed or implied warranties of merchantability or fitness for a specific use, with respect to the product or the information provided herein, except for conformation to contracted specifications. All information appearing herein is based upon data obtained from manufacturers and/or recognized technical sources. While the information is believed to be accurate, we make no representations as to its accuracy or sufficiency.

Conditions of use are beyond our control, and therefore users are responsible for verifying the data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their handling, and disposal of the product. Users also assume all risks in regards to the publication or use of, or reliance upon information contained herein.

This information relates only to the product designated herein, and does not relate to its use in combination with any other material or process.



# California Proposition 65 Statement

Reviewed 5-28-2024

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## **The following Cascade packaged products:**

- Sulfuric Acid 50% 1.4 NSF

To the best of our knowledge and from the information disclosed from the basic ingredient manufacturers the listed products do not contain any contaminants or by products known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act (last update December 29, 2023) except for unavoidable traces of heavy metals.

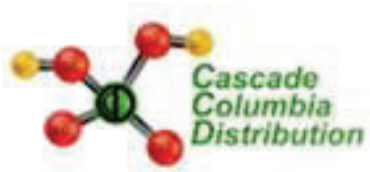
Direct any questions to the QC manager at the number below.



SEATTLE OFFICE & WAREHOUSE 6900 FOX AVE. SOUTH, SEATTLE, WA 98108  
SEATTLEONE (206)282-6334 • FAX (206)763-7523 • (800) 533-6334  
PORTLAND METRO BRANCH • 14200 SW TUALATIN-SHERWOOD RD. • SHERWOOD, OR 97140  
PORTLAND METRO PHONE (503)625-5293 • FAX (503) 625-4335 • (877) 625-5293







# California Proposition 65 Statement

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**NORTHSTAR CHEMICAL INC.  
CERTIFICATE OF ANALYSIS**

**Date: 04-10-2024**

**LOT #2404048**

**Ship-To: Cascade Columbia Dist.**

**6900 Fox Ave  
Seattle, WA, 98108**

**Lot Number: 64007-032924**

**Product: Sulfuric Acid 50%**

**Analytical Results:**

**Assay: 49.50 %**

**SPG: 1.379 @ 34 °C**

**Verified by JM**

**Any questions concerning this C of A please contact:**

**Northstar Chemical  
14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140  
Phone: (503) 625-3770 / Fax: (503) 625-1478**

**Northstar**  **Chemical**  
SAFE. SECURE. TRUSTWORTHY.

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**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd**

5/30/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #**

**Contact Name/Phone**

KYLE 625-4647

**Requisition #**

PW ITB 6128-24

**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4320 CONTRACT BURNER AND BOILER CONTROLS UPGRADE TO MCKINSTRY

**Agenda Wording**

Consent to award, PW ITB 6128-24 Burner and Boiler Controls upgrade contract with McKinstry Co. The term of the contract is scheduled to begin July 15th, 2024 and ending on March 31, 2025 with the total cost not including tax of \$369,800.00

**Summary (Background)**

PW ITB 6128-24 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible bidder. These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 369,800.00

Current Year Cost \$ 369,800.00

Subsequent Year(s) Cost \$

**Narrative**

This replacement was planned in the CIP.

**Amount**

**Budget Account**

Expense \$ 369,800.00

# 4320.43290.35148.54801.10088

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

ARRINGTON, KYLE

##### Division Director

FEIST, MARLENE

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

HARRINGTON,

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

Paul Steinheiser paulst@mckinstry.com

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

rpwrfaccounting@spokanecity.org

tlester@spokanecity.org

rhillebrandt@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	6/24/24
<b>Submitting Department</b>	Wastewater Management/RPWRP
<b>Contact Name</b>	Kyle Arrington
<b>Contact Email &amp; Phone</b>	<a href="mailto:karrington@spokanecity.org">karrington@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award Burner and Boiler Controls upgrade #2 contract with McKinstry Co.
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>PW ITB 6128-24 was issued to procure the burner and boiler controls upgrade #2 contract. McKinstry was selected as the lowest responsive and responsible bidder.</p> <p>These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$369,800.00</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p><b>Narrative:</b> <u>This was planned for in the CIP.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</li> <li>• How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</li> </ul>	

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



CITY OF SPOKANE - RPWRF  
4401 N Aubrey L White Pkwy  
Spokane, Washington 99205

BID TABULATION				
BID NUMBER	6128-24			
DESCRIPTION	Burner and Boiler Controls Upgrade - RPWRF			
	MCKINSTRY	ATLAS BOILER	MACMILLER	
BID	369,800.00	375,103.00	400,000.00	

PLEASE NOTE THIS TABULATION IS NOT  
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED



MCLINTOCK AND TURK INC  
491,788.00

T AN INDICATION OF AWARD RECOMMENDATION.  
D TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **BURNER AND BOILER CONTROLS UPGRADE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 601 East Riverside Avenue, Suite 510, Spokane, Washington, 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract for the Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through PW-ITB 6128-24 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

**1. TERM OF CONTRACT.**

The term of this Contract begins on June 15, 2024, and ends on March 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

**3. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of



completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, excluding applicable sales tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### **5. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior

to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

#### **8. BONDS.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

#### **9. PUBLIC WORKS REQUIREMENTS.**

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

#### **10. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

#### **11. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

### **13. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees.

Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

### **15. INSURANCE.**

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **16. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

#### **19. TERMINATION.**

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

#### **20. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

#### **21. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

#### **22. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

### **23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

### **24. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

**McKINSTRY, CO., LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title  
Attest:

\_\_\_\_\_  
Title  
Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Debarment Certification
- Payment Bond
- Performance Bond
- Exhibit B - Contractor's Bid Response

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



**PAYMENT BOND**

We, **McKINSTRY, CO., LLC**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**McKINSTRY, CO., LLC,**

AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_

Its Attorney in Fact

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

STATE OF WASHINGTON        )  
  ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

**PERFORMANCE BOND**

We, **McKINSTRY, CO., LLC**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

**McKINSTRY, CO., LLC,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

**EXHIBIT B**

## Bid Response Summary

**Bid Number** PW ITB 6128-24  
**Bid Title** Burner and Boiler Controls Upgrade– Riverside Park Water Reclamation Facility - Public Works  
**Due Date** Tuesday, May 28, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** scottbe@mckinstry.com  
**Submitted By** scottbe@mckinstry.com scottbe@mckinstry.com - Tuesday, May 28, 2024 12:19:08 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**By** scottbe@mckinstry.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Pre-Bid Site Visit			
	1	Pre-bid conference and walk through will be held on TUESDAY May 14th, 2024, at 10:00 AM. The location will be the Lobby Area of the Riverside Park Water Reclamation Facility, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
	2	Bidder realizes if it did not Pre-Bid it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge and agree
BACKGROUND AND PURPOSE			
	1	Bidder Acknowledges: The City of Spokane Riverside Park Water Reclamation Facility (COS RPWRF), operates a 24-hour/365 day per year and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge and agree
	2	The COS RPWRF is seeking a CONTRACTOR to Upgrade the Burner and Boiler Controls. Project falls under Public Works, therefore Contractor shall/must be a Washington State registered "and" licensed Contractor and have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement at the time of bid submittal to be considered a responsive bidder.	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications, and familiarized the Work is to be performed.	I acknowledge and agree
	QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	AIA_Terms_Conditions_Subcontractors List_Bid Proposal.pdf

QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty-four (24) hours of notification.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
CONTRACT	The contract that is awarded from this ITB would be valid through March 31, 2025	I acknowledge and agree
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	I acknowledge and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I do not acknowledge and I do not agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
PAYMENT - Progress Payments Shall Include WA State Tax	Progress Payments would be made Net 30 after receipt of invoice. Progress Payments shall include Tax.	I acknowledge and agree
1	1ST PAYMENT 10% based on Contractor providing support materials have been ordered. Upon Receipt of Invoice Net 30.	I acknowledge and agree
2	2ND PAYMENT 10% based on Contractor providing support materials have been received by Contractor. Upon Receipt of Invoice Net 30.	I acknowledge and agree
3	If you took exception to any of the above, explain in detail.	Weishaupt burner manufacturer does not give a warranty for dual fuel digester gas burners, also digester gas would need to be cleaned & dry based on the report that was sent to the manufacturer for the current gas moisture content.

INVOICING	Invoices must be submitted to the Riverside Park Water Reclamation Facility. •Invoices shall reference and list OPR #2024-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to HBarnhart@spokanecity.org or mailed to Riverside Park Water Reclamation Facility, Attn: Warehouse Manager-Barnhart, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered "and" licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by DECEMBER 31, 2024.	I acknowledge and I agree
LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$500 per calendar day until the work is satisfactorily completed.	I acknowledge and agree
EXCEPTIONS	If you took exception to any of the above, explain in detail.	
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	Bid Proposal.pdf
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BOND AND PAYMENT BOND	The Contractor shall furnish, at its sole expense, a performance "and" a payment bond, each equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty-five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand



RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty-five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a> . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, MAY 28, 2024.	I acknowledge and I understand
6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand

TECHNICAL REQUIREMENTS		
PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.	I acknowledge and I agree
SCOPE OF WORK -	Contractor shall be responsible for replacing the burner, burner gas lines and the controls for the boiler. This work includes, but is not limited to, replacing regulators, valves, upgrades to pneumatic to electronics.	I acknowledge and agree
SCOPE OF WORK	Bidder has reviewed Recent Digester Gas Sample Analysis posted in Documents Tab, the attachment is 29 pages.	I acknowledge and agree
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I acknowledge and agree

INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
INSURANCE	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge and agree
INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands Bid #PW ITB 6128-24 posted in the Documents Tab, and the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
Bid	Price shall be an all-inclusive single, firm-fixed price, that includes all associated costs.	I acknowledge and agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	MCKINEL874CL
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603259907001001
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	323-555-000
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602-569-922
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T11103486BUS

ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.	I acknowledge and I agree
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	McKinstry Co, 601 E Riverside Ave, Suite 510 Spokane WA 99202 Scott Beach, scottbe@mckinstry.com, 208-277-8319
1	Please provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	Paul Steinheiser, 206-391-1673, paulst@mckinstry.com
2	Bid Proposal: Bidder must/shall complete Pages 10 - 12 of the PW ITB 6128-24 Bid Document (Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works) located in the Documents tab. Please save these three pages as one document as you will only be allowed to upload document here, failure to upload the completed list may result in a non-responsive determination to this request.	Bid Proposal.pdf
3	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here or bid "will be" considered non-responsive. (blank form available under the 'Documents' tab).	Signed Bid Bond.pdf
4	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	PW ITB 6128-24 Supplemental Bidder Responsibility.pdf
4.1	If subcontractors will be used, should bidder not have uploaded Subcontractor List, Bidder must submit subcontractor list, within one (1) hour after the published bid submittal time. Submit via email to: tlester@spokanecity.org, PurchasingProcurement@spokanecity.org Subject of email: PW ITB 6128-24 Subcontractor List.	I acknowledge and agree
TERMS & CONDITIONS		

#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	



HUB International Northwest, LLC  
PO Box 3018, 12100 NE 195th Street, Suite 200  
Bothell, Washington 98041-3018  
(425) 489 - 4500 ♦ Fax (425) 485-8489

Attention: Jim S. Kuich

**BID BOND RESULT FORM**

**CONTRACTOR:** McKinstry Co., LLC  
5005 3rd Ave. South  
Seattle, WA 98134

**BID DATE:** 5/28/2024

**OWNER:** City of Spokane

**PROJECT:** Burner and Boiler Controls Upgrade- Riverside Park  
Water Reclamation Facility - Public Works

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The Surety asks that Bid Results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning via email or fax at your earliest opportunity. Thank you!

	<b><u>CONTRACTOR</u></b>	<b><u>BID</u></b>
1st	_____	\$ _____
2nd	_____	\$ _____
3rd	_____	\$ _____

If you are *not* one of the three lowest bidders:

My Bid: \_\_\_\_\_ \$ \_\_\_\_\_

**BID BOND**

We, McKinstry Co., LLC as Principal,  
and Western Surety Company as Surety,  
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal  
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the  
payment of which we jointly and severally bind ourselves, and our legal representatives and  
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make  
timely award to the Principal for the Burner and Boiler Controls Upgrade – Riverside Park  
Water Reclamation Facility - Public Works, according to the terms of the bid made by the  
Principal; and the Principal shall, within the specified time, enter into a contract with the City of  
Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null  
and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability  
exceed this bond's face amount.

SIGNED AND SEALED on 5/28/2024

AS PRINCIPAL

McKinstry Co., LLC

By: 

Title: CFO

A valid POWER OF  
ATTORNEY must  
accompany this bond.

Western Surety Company  
AS SURETY

By: 

Attorney in Fact

Jim S. Kuich

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Steve Wagner, Michael A Murphy, S M Scott, Theresa A Lamb, Heather L Allen, Jim W Doyle, Andy D Prill, Jim S Kuich, Chad M Epple, Sarah Behrens, Emma C Doleshel, Natalie C Chau, Individually**

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2022.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

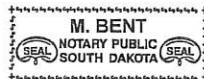
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28<sup>th</sup> day of May, 2024



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary





# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
<b>Project Name: Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works</b>	
<b>Project # PW ITB 6128-24</b>	
<b>Part A: General Company Information</b>	
Company Name <span style="float: right;">McKinstry Co., LLC</span>	
Address <span style="float: right;">5005 3rd Ave S., Seattle, WA 98134</span>	
Contact Name and Title <span style="float: right;">Scott Beach, Sr. Account Executive</span>	
Contact Phone <span style="float: right;">208-277-8319</span>	Contact E-mail <span style="float: right;">scottbe@mckinstry.com</span>
Years in business as a Prime Contractor <span style="float: right;">63</span>	Years in business as a sub-contractor
Years in business under present Name <span style="float: right;">63</span>	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years <span style="float: right;">N/A</span>	
Explain reason for name change(s) in the past five (5) years	
<b>Part B: Work Experience</b>	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<b>Part C: Performance Evaluation</b>	
Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	

<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
<b>Part H: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part I. Prevailing Wage</b>
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

<b>Part J: Public Bidding Crime (Criminal Convictions)</b>
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
<b>Part K. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part L. Termination for Cause</b>
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part M: Litigation</b>
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part N: Delinquent State Taxes</b>
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

**Part O: Subcontractor Responsibility**

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

Yes       No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

**Signature**

The undersigned certifies and affirms that the bidder will comply with and notify its principles and subcontractors of the provisions of the Spokane Fair Elections Code, Chapter 01.07, SMC which is viewable at [spokanecity.org](http://spokanecity.org).

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



05/24/2024

Printed Name of Authorized Representative

Title

Greg Feider

Operations Manager

## Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

### **Form Submittal:**

Submit this form to Tanya [tlester@spokanecity.org](mailto:tlester@spokanecity.org)

with the Email Subject line: PW ITB 6128-24 Supplemental Bidder Form Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

Questions: Please call (509) 625-6576

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

<p>Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.</p>			
<p><b>PROJECT DETAIL</b></p>			
<p>Bidder's Company Name</p>		<p>Bidders Contact Name &amp; Phone Number</p>	
<p>Project Name</p>		<p>Project Contract Number</p>	
<p>Project Owner</p>		<p>Project Location</p>	
<p>Project Owner Contact Name &amp; Title</p>		<p>Owner's Telephone Number</p>	
<p>Notice to Proceed Date</p>	<p>Final Completion Date</p>	<p>Awarded Contract Value</p>	<p>Final Contract Price</p>
<p>Prime Contractor Name (If Not Bidder)</p>		<p>Contractor Contact Name &amp; Phone Number (If Not Bidder)</p>	
<p>Brief Project Description</p>			
<p>Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</p>			

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

**BID PROPOSAL**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT: PW ITB 6128-24, Burner and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works**

**BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid \$ 369,800.00  
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by March 31, 2025.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred (\$500.00) per calendar day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. MCKIDEL 874 CL  
(Must be in effect at time of bid submittal)

U.B.I. Number 60325 9907 001 0001

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 602-569-922

City of Spokane Business License Number T11103486BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co

[Signature]  
Signature of Bidder's Authorized Representative

Senior account executive  
Title

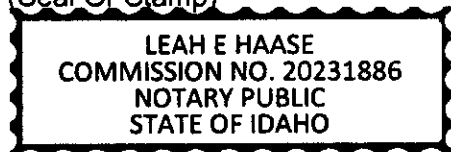
601 E Riverside Ave, Spokane WA 99202  
Address

208-277-8319  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024  
date

(Seal Or Stamp)



[Signature]  
Signature of Notary Public

My appointment expires 04/24/2029

**IF PARTNERSHIP**

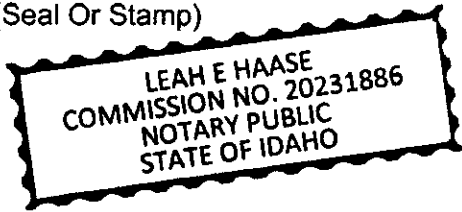
I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses



and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024  
date

(Seal Or Stamp)



Leah E Haase  
Signature of Notary Public

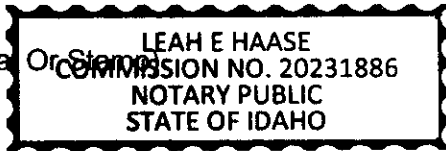
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(Seal Or Stamp)



Leah E Haase  
Signature of Notary Public

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**BID PROPOSAL**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

**PROJECT: PW ITB 6128-24, Burner and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works**

**BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read, and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

**BID OFFER.**

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid \$ 369,800.00  
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

**CONTRACT COMPLETION TIME.**

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by March 31, 2025.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred (\$500.00) per calendar day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. MCKIDEL 874 CL  
(Must be in effect at time of bid submittal)

U.B.I. Number 60325 9907 001 0001

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 602-569-922

City of Spokane Business License Number T11103486BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

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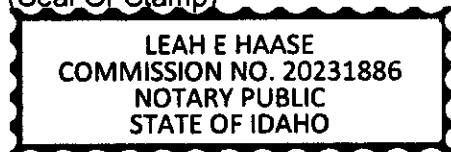
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[Signature]  
Signature of Notary Public

My appointment expires 04/24/2029

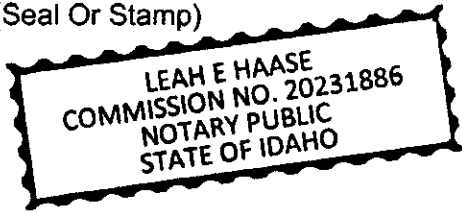
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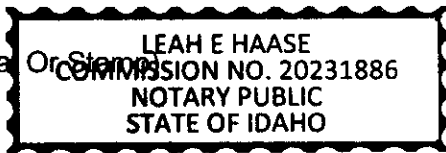
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Leah E Haase  
Signature of Notary Public

My appointment expires 04/24/2029



CITY OF SPOKANE - PURCHASING  
915 N Nelson St.  
Spokane, Washington 99202  
(509) 625-6527

## PW INVITATION TO BID

<p>PW ITB NUMBER: 6128-24</p> <p>TITLE: Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works</p> <p>BID COORDINATOR: Tanya Lester, City of Spokane Purchasing Department</p> <p>QUESTION DEADLINE: Friday May 17, 2024 at 5:00 pm</p>	<p>PROPOSAL DUE DATE: Tuesday May 28, 2024</p> <p>TIME: 1:00 pm pst</p> <p><u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
--	---

**BID SUBMITTED BY:**

COMPANY McKenstry Co

MAILING ADDRESS 601 E Riverside Ave  
Spokane wa 99202

PHYSICAL ADDRESS 601 E Riverside Ave  
Spokane wa 99202

PHONE NUMBER 208-277-8319

E-MAIL ADDRESS Scottbe@mckenstry.com

Tanya Lester

**Tanya Lester  
Procurement  
Specialist  
Purchasing**

**CITY OF SPOKANE**  
**REQUEST FOR PUBLIC WORKS BID**  
**USING AIA FORM A201 – 2007**  
**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**REVISED MARCH 18, 2014**

## INSTRUCTIONS TO BIDDERS

### 1. **SUBMISSION OF BIDS.**

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procurement.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.

The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the bid opening date.

Sealed Bids will be opened at the 1:15 p.m. public bid opening via Teams meeting on Tuesday, May 28, 2024, to Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and/or phone number to attend by telephone.

### 2. **BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

### 3. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered.

### 4. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

### 5. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

### 6. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

### 7. **BID SECURITY.**

The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned

with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012*, the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out



of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and

- F. Until December 31, 2013, not have violated RCW 39.04.370 "*Off-Site Prefabricated Non-Standard Project Specific Items*" reporting requirements more than one time as determined by the department of labor and industries.
- G. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.).
- H. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- I. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC
- J. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
  - Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
  - Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.

**11. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL). – Applies to Removal and Installation.**

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder

of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

12. **REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

13. **CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

14. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

15. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

16. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procurement.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on **"Bids"** located on the left-hand column.
- II. Find the applicable project and click the **"Project Number"**.
- III. Click on the **"Response"** tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
- V. Click on the **"Pricing"** tab and enter pricing as requested. A **"Comment"** field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow **"Question Response and Pricing Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
- VII. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
- VIII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

17. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

All materials submitted to the City in response to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you **MUST** submit those portions of your response as a separate part of your response, and you **MUST** label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

## SCOPE OF WORK

### 1. PERFORMANCE.

The Contractor will do all work, furnishing of all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and costs necessary for the proper performance and completion of the described as Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

### 2. ATTACHMENTS.

- ✓ • Bid proposal
- • Technical Specification Sheet
- ✓ • Subcontractor List (to be completed)
- ✓ • Bid Bond Form (to be completed)
- • AIA General Conditions
- ✓ • Supplemental Bidder Responsibility Criteria & Work Experience Form (to be completed)
- • Terms and Conditions

### 3. SCOPE OF WORK.

The Contractor is responsible for:

-Replacing Weishaupt burner #2 with a burner that meets all Spokane regional Clean Air Act codes and regulations

-Replacing natural gas line and all regulators and valves up the burner

-Replacing digester gas lines and valves up to the burner

- Gas piping line will be stainless steel.
- Replacement will begin after the isolation valve; the existing isolation valve will remain in place.

-Upgrading all burner controls safety valves

- All controls are to be replaced but the Control Box can be used, as long as it connects to the overall Control System.

-Upgrading all pneumatics to electronics

-Burner must be able to work with Digester Gas and meet all Spokane regional Clean Air Act codes and regulations.

-Boiler controls must be able to be connected to SCADA for monitoring purposes

- SCADA communication protocol is Ethernet TCP/IP
- SCADA data points are: Feed water flow rate, Steam pressure, and Firing rate

-Dispose of removed items and debris.

**Safety:** The Contractor shall follow all plant safety protocol when working in the facility. An initial safety orientation class (approx. 30 min) conducted by the RPWRF Safety Captain is required for all Contractor staff performing work in the plant.

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**BID PROPOSAL**

To: Honorable Mayor  
Members of the City Council  
City of Spokane, Washington

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Bid \$ 369,800.00  
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U.B.I. Number 603259907 001 0001

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Name of Bidder: McKinstry Co

[Signature]  
Signature of Bidder's Authorized Representative

Senior account executive  
Title

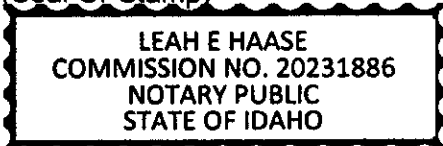
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Address

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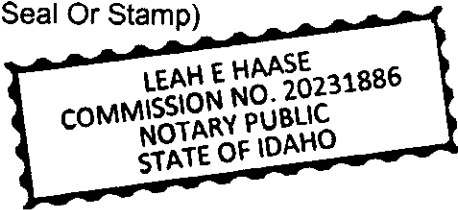
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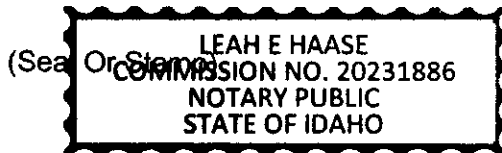
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# SUBCONTRACTOR LIST

## City of Spokane Project Name: PW ITB 6128-24, Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

### RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

**The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.** (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): McKrastry

Work to be performed: Complete scope of work

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): McKrastry

Work to be performed: Complete Scope

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

# STANDARD TERMS AND CONDITIONS

## 1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

## 2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

## 3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

## 4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

## 5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

## 6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

## 7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

## 8. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

8a. The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## 9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

## 10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.



- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

**11. ASSIGNMENTS**

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

**12. CHANGES**

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

**13. DEFAULT**

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

**14. REJECTION**

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

**15. TERMINATION**

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

**16. NON-WAIVER**

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

**17. SEVERABILITY**

In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

**18. MINORITY BUSINESS OPPORTUNITIES**

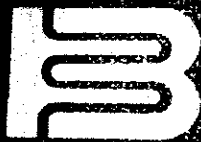
Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

**19. FREIGHT TERMS**

- Vendor/Contractor is responsible for all freight cost.
- Risk of Loss. Regardless of F.O.B. point, Vendor/Contractor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor/Contractor from any obligation hereunder.

**20. VENDOR'S COOPERATION**

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.



# BRYAN



## FLEXIBLE TUBE BOILERS

MODEL NO **RV600 3 FD65G** YEAR BUILT **1990**  
 SERIAL NO **89144** BRYAN NO **891389**  
 INPUT MAX / MIN **6000 / 3000** MBH NET WT **28636**  
 OUTPUT **4300** MBH RELIEF VALVE SETTING **150**  
 HTG SURFACE **723** SQ FT MIN RELIEF VALVE CAP **7230**  
 MAX WP WATER **150** PSIG MAX WP STEAM **150** PSIG

### NATURAL GAS DATA

MAXIMUM INPUT **5000** CFH MINIMUM INPUT **3000** CFH  
 SUPPLY PRESSURE MINIMUM **14** IN WC MAXIMUM **1** PSIG  
 MANFOLD PRESSURE **8** IN WC ORIFICE SIZE **9/32** DMS

MAXIMUM INPUT **5000** CFH MINIMUM INPUT **3000** CFH  
 SUPPLY PRESSURE MINIMUM **2 PSIG** IN WC MAXIMUM **2** PSIG  
 MANFOLD PRESSURE **1** IN WC ORIFICE SIZE **9/32** DMS

### OIL DATA

MAXIMUM INPUT **100** GPH MINIMUM INPUT **100** GPH

CONTROL CIRCUIT VOLTAGE **120** VASE **1** CYCLES **60** AMPS **1**  
 MOTOR CIRCUIT VOLTAGE **240** PHASE **3** CYCLES **60** AMPS **1**

DO NOT INSTALL ON COMBUSTIBLE FLOORING

BRYAN STEAM CORPORATION

PERU IN

SK 1456-1



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/11/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

<b>Submitting Dept</b>	SOLID WASTE COLLECTION	<b>Bid #</b>	DES CONTRACT
<b>Contact Name/Phone</b>	CHRIS AVERYT 625.6540	<b>Requisition #</b>	RE 20528
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
<b>Agenda Item Name</b>	4500 PURCHASE OF SOLID WASTE BINS FOR DOWNTOWN CORE		

**Agenda Wording**

Purchase of 66 metal trash bins and 66 metal recycling bins from Correctional Industries (Tumwater, WA) - \$216,769.61, which includes tax.

**Summary (Background)**

This purchase will replace the leased system of solar compacting receptacles in the downtown core area when the contract expires early 2025. Due to increased costs and long lead times for equipment deliveries with the current contracted company, other options were researched for potential cost and time savings. This purchase utilizes WA State Department of Enterprise Services contract #20122. Correctional Industries is a division of the Washington State Department of Corrections.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget?	YES
Total Cost	\$ 216,769.61
Current Year Cost	\$ 216,769.61
Subsequent Year(s) Cost	\$ 3,000.00 estimated

**Narrative**

Correctional Industries will honor the 30-day quote for 10 days past the expiration date to allow time for the legislative approval process. Purchasing this equipment will result in an estimated savings of approximately \$375,000 over five (5) years.

**Amount**

**Budget Account**

Expense	\$ 115,629.15	# 4500-45100-37148-53502-19020
Expense	\$ 101,140.46	# 4500-44200-37148-53502-19017
Select	\$	#
Select	\$	#
	\$	#
	\$	#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	PICCOLO, MIKE

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

wcgillis@doc1.wa.gov	caveryt@spokanecity.org
rschoonover@spokanecity.org	jsalstrom@spokanecity.org
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dcheney@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	





## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	4500 – Solid Waste Collection
<b>Contact Name</b>	Chris Averyt
<b>Contact Email &amp; Phone</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> / 509.625.6540
<b>Council Sponsor(s)</b>	CP Wilkerson, CM Bingle, CM Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of Solid Waste Bins for Downtown Core
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Solid Waste Collection is seeking approval to purchase 66 trash bins and 66 recycling bins from Correctional Industries for use in the downtown core area. This purchase utilizes WA State Department of Enterprise Services Contract #20122 and is part of the Department of Corrections Inmate Work Program as defined in RCW 72.09.100.</p> <p>These trash and recycling bins will replace the leased system of solar compacting receptacles currently located throughout downtown. Due to the increasing lease costs, costs of equipment, and long lead times for equipment deliveries, it is no longer feasible to continue utilizing the current solar compacting receptacles. By purchasing the other bins now, they will be manufactured and ready for placement when the contract for the leased equipment expires early next year. Included in this purchase are five (5) recycling and five (5) trash bins that will be kept as spares for replacement or additional placement of bins, if necessary.</p> <p>Having trash and recycling receptacles in the downtown area is part of an ongoing effort to keep the area clean and welcoming to citizens and visitors. These bins are powder coated and will have an anti-graffiti clear coat for durability.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$216,769.61</u></p> <p>    Current year cost: \$216,769.61</p> <p>    Subsequent year(s) cost: \$3,000 per year for parts and repairs (estimated)</p> <p><b>Narrative:</b> <u>WA State Contract #20122 is a mandatory use contract for all state agencies that is available to use by qualifying government agencies. This contract applies to all goods and services provided by Correctional Industries, a division of the WA State Department of Corrections. Correctional Industries will honor the 30-day quote for 10 days past the expiration date to allow time for the legislative approval process.</u></p> <p><b>Funding Source</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p>	

**Other budget impacts: (revenue generating, match requirements, etc.)**

Switching from leased equipment to purchased equipment, and removing telematics software, creates an estimated savings of approximately \$375,000 over five (5) years. Labor hours to monitor, diagnose and perform minor repairs will be reduced.

**Operations Impacts (If N/A, please give a brief description as to why)**

- What impacts would the proposal have on historically excluded communities?

Public works services are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – No data will be collected.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and purchasing policies to bring items forward, and then monitors costs and the effectiveness of purchased goods to meet desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This purchase is consistent with annual budget strategies to limit costs. It meets the goals of the Comprehensive Plan and Spokane Municipal Codes in areas including:

*CFU 1.2 Operational Efficiency:* The department strives to provide effective service while maintaining fiscal responsibility.

*Spokane Municipal Code 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited:* Having secure receptacles assists in preventing the unauthorized removal and salvaging of discarded items from solid waste receptacles.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A – No subcommittee necessary.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/13/2024

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Bid #****Contact Name/Phone**

LOREN SEARL 509-625-7821

**Requisition #**

RFQ 6139-24

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4100 UPRIVER 480V ELECTRICAL UPGRADE

**Agenda Wording**

Purchase of 480V transformers, switch gear, panels, and associated electrical supplies to upgrade the electrical system at Upriver Dam, from Columbia Electric for a total of \$238,208.60 per competitive bid under RFQ 6139-24.

**Summary (Background)**

The Upriver Hydroelectric and well station have been in operation since the 1890's. This purchase is for severely needed electrical improvements for safety, efficiency, and reliability at the Upriver facility to continue to provide the City of Spokane with clean drinking water, adequate fire protection, and electrical costs offset by power generation. This is an equipment only purchase and will be installed by City Staff.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 238,208.60

Current Year Cost \$ 238,208.60

Subsequent Year(s) Cost \$ NA

**Narrative**

Purchase specifications were put out for competitive bidding for an equipment only quote. There were 5 responses and the lowest cost, most responsive bidder was selected and is attached. Installation will be done by City Staff.

**Amount****Budget Account**

Expense \$ 238208.60

# 4100-42490-94340-56401-

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Continuation of Wording, Summary, Approvals, and Distribution

### Agenda Wording

### Summary (Background)

#### **Approvals**

##### Dept Head

SEARL, LOREN

##### Division Director

BULLER, DAN

##### Accounting Manager

ALBIN-MOORE, ANGELA

##### Legal

SCHOEDEL, ELIZABETH

##### For the Mayor

PICCOLO, MIKE

#### **Additional Approvals**

#### **Distribution List**

dgreenlund@spokanecity.org

crickman@spokanecity.org

nrussell@spokanecity.org

rrpenaluna@spokanecity.org

wateraccounting@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	
<b>Submitting Department</b>	Water Department
<b>Contact Name</b>	Loren Searl
<b>Contact Email &amp; Phone</b>	<a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> 509-625-7821
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Upriver 480v Electrical Upgrade
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The Upriver Hydroelectric and well station have been in operation since the 1890's. This purchase is for severely needed electrical improvements for safety, efficiency, and reliability at the Upriver facility to continue to provide the City of Spokane with clean drinking water, adequate fire protection, and electrical costs offset by power generation. This is an equipment only purchase and will be installed by City Staff.
<b>Fiscal Impact</b>	
<b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$238,208.60</u> Current year cost: \$238,208.60 Subsequent year(s) cost: N/A	
<b>Narrative:</b> <u>Purchase specifications were put out for competitive bidding for an equipment only quote. There were 5 responses and the lowest cost, most responsive bidder was selected and is attached. Installation will be done by City Staff.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? N/A	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?            Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project will specifically allow the Upriver</li> </ul>	

Facility to continue to provide millions of gallons of clean, safe drinking water, millions of dollars in offset electrical costs due to power generation, and operate in a safe manner for City Staff.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

## Bid Response Summary

**Bid Number** RFQ 6139-24  
**Bid Title** Electrical Equipment  
**Due Date** Wednesday, May 29, 2024 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Consolidated Electrical Distributors dba Columbia Electric Supply  
**Submitted By** Doug Chadwick - Wednesday, May 29, 2024 12:57:48 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 dchadwick@ces-isn.com 509-325-4500

### Comments

### Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Doug Chadwick dchadwick@ces-isn.com 509-998-5897
Product			
	1.1	General - All equipment shall have a clearly visible manufacturers label.	I Agree
	1.2	General - All painted surfaces shall have primer coat and a finish coat at minimum.	I Agree
	1.3	General - Unless otherwise specified, all equipment shall be Nema 3R for outside installations.	I Agree
	1.4	General - All equipment shall be provided with O&M manuals and shop drawings	I Agree
	2.1	Vendor - All equipment must be sold and serviced by a single vendor. Multiple vendors supplying different equipment on a single submittal will be rejected.	I agree
	2.2	Vendor - The vendor must be capable of responding to outages or warranty work within 1 hour.	I agree
	2.3	Vendor - Vendor must have a minimum history of 5 year of supplying medium voltage equipment (2300v and higher).	I agree
	3.1	Quality Assurance - Listing by underwriters Laboratories (UL) or Canadian Standards Association (CSA) shall be provided for all equipment.	I agree
	3.2	Quality Assurance - Equipment shall comply with the latest revisions of applicable industry standards.	I agree
	3.3	Quality Assurance - All documentation of testing and quality control must accompany delivered equipment.	I agree
	4	Confirm Design Drawings Document has been downloaded and reviewed. Design Drawings are included for reference only. The Specifications Document shall be the sole source for which to quote against.	Yes
	5.1	Warranty - Local Vendor shall warrant that all equipment supplied will be free of defects in workmanship and materials for one year from the date of delivery.	I agree

5.2	Warranty - Any applicable Manufacturer warranties shall be effective on the date of delivery. All warranty documentation shall be provided with the product at delivery.	I agree
Technical Specifications		
1.	Any technical specifications and general provisions are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of this quote.	I agree
2.	In addition to cost, submittals for this project must include cut-sheets, shop drawings and specifications. The City of Spokane reserves the right to reject submittals that are incomplete or unfinished.	I agree
3.	Upload Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	RFQ 6139-24 BOM Final.pdf
4.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	RFQ 6139-24 Drawing Package.pdf
5.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	
6.	Bidders must submit cover letters stating the qualifications for supplying specified product with the City of Spokane. Cover letter must be signed by the appropriate contact with the vendor.	
7.	I have downloaded the Technical Specifications Document in the Documents Tab and Verify that all products adhere to the specifications of the document.	I agree
Additional Items		
1	The City of Spokane shall have the right to purchase additional quantities of these items at the quoted price within one (1) year of the closing of this request. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
2	All products shall be ordered/delivered FOB: Destination to City of Spokane Upriver Hydroelectric Project, 2701 N Waterworks St, Spokane WA 99212	I Agree
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I agree



4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	260
6.	All equipment shall be crated or boxed for protection during shipping and delivery.	I agree
7.	Any equipment not suitable for storage outside shall be clearly marked.	I agree
8.	City of Spokane staff will inspect equipment at delivery for damage and against project submittals.	I agree
9.	Delivery shall be coordinated with Upriver staff at least 3 days prior to delivery	I agree
<b>Payment Terms</b>		
1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I agree
2	Visa credit card payment shall be accepted at no additional fee (if no, supplier shall accept a City purchase order).	I do not agree
<b>Sales Tax</b>		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree
<b>Business Registration Requirement</b>		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Acknowledged and Agreed
2	Supplier's Business Registration No.	602092382
<b>Polychlorinated Biphenyls (PCBs)</b>		

1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	I agree

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product - Must Meet all Technical Specifications detailed in the 480v Electrical Specification Document in Document section								
	1.	13.8kv Switchgear	Base	Each	1.00	\$109,275.00	\$109,275.00	
	2.	13.8kv to 480v Transformer	Base	Each	1.00	\$45,615.00	\$45,615.00	
	3.	480v to 208v Transformers	Base	Each	3.00	\$5,380.00	\$16,140.00	

4.	480v Automatic Transfer Switch	Base	Each	1.00	\$23,975.00	\$23,975.00
5.	480v Service Entrance Disconnect	Base	Each	1.00	\$3,440.00	\$3,440.00
6.	480v Panelboard	Base	Each	1.00	\$10,345.00	\$10,345.00
7.	208Y/120 Panelboards	Base	Each	3.00	\$3,250.00	\$9,750.00
<b>Total Base Bid</b>	<b>\$218,540.00</b>					

COLUMBIA - SPOKANE  
 5818 E BROADWAY AVE  
 SPOKANE VALLEY WA 99212  
 TEL: 509 325-4500

SLS: 6673  
 INSL: 2061  
 BY: DC  
 FOB: SHIPPING POINT  
 FRT: PREPAID

QUOTE #: 5003230  
 DATE: 05/29/24  
 REV #: 006  
 REV DATE: 05/29/24

CONTACT: DOUG CHADWICK  
 DCHADWICK@CES-  
 SPOKANE.COM

QUOTE FOR: CITY OF SPOKANE  
 ACCT #: MH-79475 WATER DEPARTMENT



WATER DEPARTMENT  
 914 E NORTH FOOTHILLS DRIVE  
 SPOKANE, WA 99207  
 TEL: (509)625-6411

CUS PO #:  
 JOB NAME: RFQ 6139-24

LN	TYPE/DESIG	QTY	MFR	CATALOG#	DESCRIPTION
01		1	SIEM	13.8KV SWITCHGEAR	PER ATTACHED BILL OF MATERIAL
02		1	HAMPS	13.8KV TO 480V TRANSFORMER	PER ATTACHED BILL OF MATERIAL
03		3	SIEM	480V TO 208V TRANSFORMERS	PER ATTACHED BILL OF MATERIAL
04		1	SIEM	480V AUTOMATIC TRANSFER SWITCH	PER ATTACHED BILL OF MATERIAL
05		1	SIEM	480V SERVICE ENTRANCE DISCONNECT	PART NUMBER HF366RA
06		1	SIEM	480V PANELBOARD	PER ATTACHED BILL OF MATERIAL
07		3	SIEM	208Y/120 PANELBOARDS	PART NUMBER HF366RA

NOTES:  
 QUOTING ALL ITEMS SUBJECT TO APPROVAL AND VERIFICATION.  
 QUOTING PER CUSTOMER PROVIDED INFORMATION.  
 FREIGHT INCLUDED FOR QUANTITIES QUOTED.  
 NO REPRESENTATION IS MADE REGARDING THE SUITABILITY OF THE ITEMS QUOTED.  
 NO LABOR, INSTALLATION OR STARTUP IS INCLUDED.  
 NO TESTING OR STUDIES ARE INCLUDED.  
 ANY CHANGES TO BILL OF MATERIAL MAY AFFECT PRICE AND DELIVERY.  
 NO SPARES INCLUDED.  
 THESE ITEMS ARE CUSTOM BUILT AND ARE THEREFORE NON-CANCELLABLE AND NON-RETURNABLE.  
 NO WIRING DIAGRAMS WERE PROVIDED AT TIME OF BID SO STANDARD WIRING METHODS WERE QUOTED. ANY CHANGES TO WIRING REQUIREMENTS WILL AFFECT PRICING AND DELIVERY.  
 PLEASE SEE NOTES ON INDIVIDUAL BILLS OF MATERIAL.  
 CES WILL NOT BE RESPONSIBLE FOR ANY LIQUIDATED DAMAGES.  
 CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE ITEMS QUOTED.  
 BOM DOES NOT INDICATE COMPLIANCE TO EITHER BAA OR BABAA REQUIREMENTS.

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

BILL OF MATERIAL



## Bill of Material

To: City of Spokane

From: CES

### Attention:

**Job Name:** RFQ 6139-24

**Quote #:** 5003230

**Bid Date:** 05/29/2024

### Quote Notes:

#### Clarifications – COMPAS - henrbb000\_05272200\_05\_00\_M00, SF24485503 - CED - 15kV Upriver Dam Electrical Upgrades: -

1. Project detailed specs are N/A, but with reference to document "upriver 480V electrical upgrade specifications" consisting of required MV switchgear BoM and single line E2.01, SIEBREAK offer includes "15kV Type-3R outdoor front & rear accessible non-arc resistant MV switchgear "300E main incomer fused switch, 30E and 100E feeder switches". Customer is responsible for reviewing this quotation for compliance, deviations, exclusions, and improper information supplied. Price is limited to the BOM shown only, should there be a change in the BOM, for any reason, will require commercial impact.
2. For outdoor enclosure, line CPT is included to feed control supply to space heaters. BoM includes one set of spare power fuses of each size of active fuses.
3. **Deviation to 42kAIC**, 15kV 95kV BIL, 600A SIEBREAK switch has 25kA SYM short time 2 sec, 40kA ASYMM rated, 3 Ph 3 W design and 40kA bus bracing. Mersen make CL-14 clip-lock type current limiting fuses are 50kA Short circuit interrupting rated, hence fused switch meets 50kA RMS SYMM short circuit (fault) interrupting rating.
4. SIEBREAK metal-enclosed interrupter switchgear meets or exceeds the requirements of the following standards - ANSI/IEEE C37.20.3, ANSI/IEEE C37.20.4, ANSI/IEEE C37.04, ANSI C37.54, ANSI C37.57, ANSI C37.58, CSA 22.2 No.31-2010, CSA 22.2 No.58 - M1989 and CSA 22.2 No.193 - M1989. 2. Mersen make current limiting fuses comply with IEEE C37.40.2003 & IEEE C37.46.200.
5. Execution: - After delivery at jobsite activities, execution & Installation is not in our scope, by others.
6. **General comments:** -
7. SIEBREAK switchgear lead time **5 weeks** for drawings approval, after customer's approval & release for manufacturing **34 weeks** for production and ship from the factory. (Assuming 3 weeks for customer's approval, **total 42 weeks**). Lead time is subject to change based on the factory loading at the time of receipt of order.
8. Optional - All standard tests shall be performed on SIEBREAK switchgear before shipment. Base offer doesn't include FAT. The Factory Acceptance Test (FAT) is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$4,000.00 for the first day and \$3,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits, and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>.
9. Siemens standard warranty 12/ 18 months applies as per the details provided in Siemens T's & C's

# SIEMENS

## Bill of Material

Line #:	Qty	Description
1	1	<b>15KV MAIN INCOMING--SIEBREAK</b> 15 kV Rated, 13.8 kV, 3 Phase 3 Wire, 60 Hz, Lineup SieBreak, Type 3R Outdoor Non-Walk-In, Seismic - IBC to SDS, Enclosure with Rear Access, Copper / Silver Plated Bus, Glass Polyester Bus Support. Estimated Lead Time : 210 Working Days
		1 - LOAD INTERRUPTER SWITCH
		1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
		1 - Manually Operated Switch
		3 - CL-14 - 300E, 15.5kV Fuses
		1 - Blown Fuse Window
		1 - Service Entrance / Neutral Landing Pad
		1 - 1 500 kcmil Compression Line Lugs
		1 - Transition 72"D Section
		1 - SieBreak Transition Bus
		1 - Low Voltage Compartment
		3 - 15kV Intermediate Class Type Lightning Arresters
		1 - 5 kVA Control Power Transformer 13.8 kV
		2 - Copper Bus Silver Plated
		2 - Glass Polyester Bus Supports
		2 - Insulated Bus With Boots
		2 - Zinc Dichromate Bus Hardware
		3 - Ground Studs - Ball Type
		2 - Type 3R Non-Walk-In Enclosure
		2 - Certification UL
		2 - Seismically Rated
		2 - Front Door with Standard Quarter-turn Latches
		2 - Rear Bolted Panels
		2 - Screens
		2 - Filters
		2 - Floor Plate
		2 - Half Voltage (240VAC/120VAC) Heaters
		2 - Fixed Thermostat
		2 - Compartment Light and Switch
		2 - Nameplates
		1 - LOAD INTERRUPTER SWITCH
		1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
		1 - Manually Operated Switch
		3 - CL-14 - 30E, 15.5kV Fuses
		1 - Blown Fuse Window
		1 - 1200A Main Bus
		1 - 1 500 KCMIL Compression Load Lugs
		1 - Insulated Bus With Boots
		1 - Zinc Dichromate Bus Hardware
		3 - Ground Studs - Ball Type
		1 - Certification UL
		1 - Front Door with Standard Quarter-turn Latches
		1 - Rear Bolted Panels
		1 - Screens
		1 - Filters
		1 - Floor Plate
		1 - Half Voltage (240VAC/120VAC) Heaters

# SIEMENS

## Bill of Material

- 1 - Fixed Thermostat
- 1 - Compartment Light and Switch
- 1 - Nameplates
- 1 - LOAD INTERRUPTER SWITCH
  - 1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
  - 1 - Manually Operated Switch
  - 3 - CL-14 - 100E, 15.5kV Fuses
  - 1 - Blown Fuse Window
  - 1 - 1200A Main Bus
  - 1 - 1 500 KCMIL Compression Load Lugs
  - 1 - Insulated Bus With Boots
  - 1 - Zinc Dichromate Bus Hardware
  - 3 - Ground Studs - Ball Type
  - 1 - Certification UL
  - 1 - Front Door with Standard Quarter-turn Latches
  - 1 - Rear Bolted Panels
  - 1 - Screens
  - 1 - Filters
  - 1 - Floor Plate
  - 1 - Half Voltage (240VAC/120VAC) Heaters
  - 1 - Fixed Thermostat
  - 1 - Compartment Light and Switch
  - 1 - Nameplates
- 1 - ACCESSORIES
- 1 - SPARE FUSES
  - 3 - CL-14 - 300E, Fuse Elements
- 1 - SPARE FUSES
  - 3 - CL-14 - 30E, Fuse Elements
- 1 - SPARE FUSES
  - 3 - CL-14 - 100E, Fuse Elements

### Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%

# Bill of Material



QUOTE #: 5003230  
QUOTE NAME:RFQ 6139-24  
PREPARED ON: 5/29/2024

QUOTE FOR City of Spokane

## INFORMATION

## COMMENTS

General Comments: - Pricing is valid for only the features and ratings explicitly stated in this quotation. Customer is to advise on any additional requirements for HPS to take into consideration.

- All weights and dimensions are estimated. Approval or Record drawings can be provided if requested at time of order. Drawings based on product type shall be available in approx. 1-3 weeks after receipt of order.

Standard production tests performed per IEEE C57.12.01 include:

- D.C. Resistance Measurement
- Voltage Ratio (turns ratio)
- Polarity and Phase-Relation Test
- Dielectric Tests
- Applied Voltage Test
- Induced Voltage Test
- No-Load and Excitation Current Test
- Impedance Voltage and Load Loss Test
- Corona Testing (partial discharge) (ONLY on units greater than 2.5kV)

Optional test reports:

- Pass/Fail serialized report of routine factory tests: \$100 adder per unit
- C9 report (w/ measured values): \$575 adder per unit (Included on units 300kVA and larger) - Witness testing of standard factory tests available for additional \$2,100.
- Any purchased type testing or test report adders must be itemized on the PO

Optional type tests can be provided as follows:

- Heat Run as per CSA C9 - \$1750 per unit, witness \$2,100 per unit
  - BIL Tests as per CSA C9 - \$1750 per unit, witness \$2,100 per unit
  - Corona Tests as per CSA C9 (ONLY below 2.5kV) - \$1750 per unit, witness \$2,100 per unit - Sound Tests as per CSA C9 - \$375 per unit, witness \$1750 per unit
-



Line Number	Label	Part Number / Description	Quantity	UOM
1		Transformers	1	ea



**Special: 3ph 500kVA 13800V-480Y/277V 60Hz AL**

Product Line: Medium Voltage Distribution Transformer

Application: General Duty

Non-Linear Load (K-Factor Rating): 1

Phase: 3

Rating: 500kVA

Primary Voltage: 13800D

Primary Connection: Delta

Primary BIL: 60kV

Primary FCAN(Std): 2x2.5%

Primary FCBN(Std): 2x2.5%

Primary Termination (Std): Stubs Up

Secondary Voltage: 480Y/277

Secondary Connection: Wye-N

Secondary BIL: 10kV

Secondary Termination (Std): Stubs Up

Material: Aluminum

Frequency: 60Hz

Altitude: 1000meters

Ambient Temp Rating: 40 °C

Vector Configuration: Dyn1 (-30°)

Temperature Rise: 150 °C

Insulation Class: 220 °C

Sound Level: 60 dBA (IEEE C57.12.01)

Impedance (Std): 5% - 8%

Impregnation: VPI-Polyester

Approval: UL

Efficiency Regulation: DOE 2016 (USA)

Nameplate: HPS Standard

**Enclosure:**

Enclosure Type: Type 3R / IP24

Enclosure Finish: ANSI 61 Grey, UL50

Enclosure Ground: Ground Bus

Enclosure PN (Std): DH9-N3R

Enclosure Dimensions: 82in/2083mm(H), 68in/1728mm(W), 47in/1194mm(D)

Enclosure Weight: 715 lb / 325 kg

Net Weight: 3900 lb / 1770 kg

**Options & Accessories:**

VPI Process Cycle: 1 Dip & Bake Cycle, VPI Only

Fans: None (AA/ANN)

Seismic Compliance: None

Provisions for Lifting and Jacking: Yes

Rolling & Skidding: 4-Way

Testing: C9 Test (Included)

Typical Lead Time: 220-235 Working Days - (Non-Returnable)



## Bill of Material

To: City of Spokane

From: Columbia Electric Supply  
5818 E Broadway Ave  
Spokane Valley, WA 99212  
USA

Attention:

Doug Chadwick  
Tel. No.: 5093254500  
dchadwick@ces-isn.com

Job Name: RFQ 6139-24  
Quote Name: Upriver Electrical Upgrade  
Quote #: 5003230  
Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	<b>TX-LP1--3F3YXXXD16 -150KVA SERIES J</b> Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q
2	1	<b>TX-LP2--3F3YXXXD16 -150KVA SERIES J</b> Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q
3	1	<b>TX-LP3--3F3YXXXD16 -150KVA SERIES J</b> Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q



## Bill of Material

**Job Name:** RFQ 6139-24  
**Quote #:** 5003230  
**Bid Date:** 5-28-24

Line #:	Qty	Description
1	1	<b>ATS 1--RTS03-ATB6003AMW3R-RPTCS01</b> RTS-03 Cycle, Automatic, Transfer Switch, Delayed Transition - Dual, RPTCS, 600 A, 3 Poles, 277/480 V, 3Ø 4W, 65,000 A WCR. <ul style="list-style-type: none"><li>1 - SECTION-ATS<ul style="list-style-type: none"><li>1 - Enclosed Switch</li><li>1 - NEMA 3R Enclosure</li><li>1 - Padlock Provisions</li><li>1 - Enclosure Paint (Exterior) - ANSI 61 Gray</li><li>1 - Source 1 Arrangement - Front Top</li><li>1 - Source 1 Per Phase Lug Type Standard Mechanical (2)#4-500MCM</li><li>1 - Source 1 Neutral Lug Type - Match Phases</li><li>1 - Source 1 Ground Lug Type - Standard Mechanical (2) #6-250MCM</li><li>1 - Load Arrangement - Front Top</li><li>1 - Load Per Phase Lug Type Load Lug Type Standard Mechanical (2)#4-500MCM</li><li>1 - Load Neutral Lug Type - Match Phases</li><li>1 - Load Ground Lug Type - Standard Mechanical (2) #6-250MCM</li><li>1 - Source 2 Arrangement - Front Bottom</li><li>1 - Source 2 Per Phase Lug Type Source 2 Lug Type Standard Mechanical (2)#4-500MCM</li><li>1 - Source 2 Neutral Lug Type - Match Phases</li><li>1 - Source 2 Ground Lug Type - Standard Mechanical (2) #6-250MCM</li></ul></li><li>1 - SELECTORS<ul style="list-style-type: none"><li>1 - XF1 - Load Test Programmable Function</li></ul></li><li>1 - LIGHTS<ul style="list-style-type: none"><li>1 - LT1 - Source 1 Position Light (Internal)</li><li>1 - LT2 - Source 2 Position Light (Internal)</li><li>1 - LT3 - Source 1 Available Light (Internal)</li><li>1 - LT4 - Source 2 Available Light (Internal)</li><li>1 - LT20 - Transfer Inhibit Light (Internal)</li><li>1 - LT21 - System in Alarm Light (Internal)</li></ul></li><li>1 - TIMERS AND RELAY<ul style="list-style-type: none"><li>1 - TDES - Time Delay Override Momentary Power Outage - Delay Engine Start (0:0-259:59 min:sec)</li><li>1 - TDEC - Time Delay Engine Cooldown (Internal 0-3600s)</li><li>1 - TDPS - Time Delay Retransfer to Preferred Source</li><li>1 - TDNP - Time Delay Neutral to Preferred Source</li><li>1 - TDNNP - Time Delay Neutral to Nonpreferred Source</li><li>1 - BTR - Block Transfer Relay w/ Programmable Override</li><li>1 - PBR - Phase Balance Relay</li></ul></li><li>1 - METER</li></ul>

# SIEMENS

## Bill of Material

- 1 - MODBUS-Ethernet Converter
- 1 - CONTACTS
  - 2 - CS1A - Source 1 Available Form C Auxiliary Contact
  - 2 - CS1P - Source 1 Position NC Auxiliary Contact
  - 2 - CS1PC - Source 1 Position Form C Auxiliary Contact
  - 2 - CS2A - Source 2 Available Form C Auxiliary Contact
  - 2 - CS2P - Source 2 Position NC Auxiliary Contact
  - 2 - CS2PC - Source 2 Position Form C Auxiliary Contact
  - 2 - CES - Form C Contact to Initiate Engine Start
- 1 - MISCELLANEOUS
  - 1 - ELEV3 - Elevator Pre-Signal Contacts, Time Delay Before & After Transfer
  - 1 - Additional Form C Contacts
  - 1 - THS-STH - Thermostat and Space Heater Assembly

2            1            **FREIGHT--FREIGHT-FREIGHT-RUSSELECTRIC ATS**

3            1            **STARTUP--STARTUP ATS-STARTUP-RUSSELECTRIC FIELD SERVICE**

### Clarifications:

Freight included FOB Destination.

Startup and owner training included. One trip to cover both concurrently.

3-cycle included.

Standard withstands included.

Mechanical lugs included.

# SIEMENS

## Bill of Material

### Warranty Statement:

RTS-03 Cycle/RTS-30 Cycle – Russelectric standard warranty for this product is five (5) years (from date of shipment) with startup performed by Russelectric Field Service Engineer. In the event that startup is not performed by Russelectric Field Service standard warranty is reduced to two (2) years from the date of shipment. The remaining standard warranty Siemens terms and conditions apply.

RTS-CD Commercial Duty – 2 year (from date of shipment) standard warranty in accordance with Siemens Terms and Conditions.

### Global Notes:

### Important Update:

Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

### Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%



## Bill of Material

To: City of Spokane

From: Columbia Electric Supply  
5818 E Broadway Ave  
Spokane Valley, WA 99212  
USA

Attention:

Doug Chadwick  
Tel. No.: 5093254500  
dchadwick@ces-isn.com

Job Name: RFQ 6139-24  
Quote Name: Upriver Electrical Upgrade  
Quote #: 5003230  
Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	<b>MDP--PANELBOARD P3</b>
		1 - SECTION P3E68VK600FBS, System Voltage: 480Y/277 3Ø 4W Wye AC, IR @ 65,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 600A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR,Service Entrance.
		1 - 50A /3P-3VA41-HEAB
		1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
		1 - Catalog #: 3VA41506ED340AA0
		1 - 100A /3P-3VA41-HEAB
		1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
		1 - Catalog #: 3VA41106ED340AA0
		4 - 200A /3P-3VA52-HFAS
		1 - Mechanical (1)#6 AWG- 350 KCMIL AL / CU Lug
		1 - Lug Catalog #: 3VA92330JB12
		1 - Catalog #: 3VA52206EC310AA0
		1 - INTERIOR W/ 600A /3P-3VA54-HLAS MAIN BREAKER
		1 - 3VA Mechanical (2)2/0-500Kcmil Cu/Al Lug
		1 - (2)2/0-500Kcmil Cu/Al
		1 - Lug Catalog #: 3VA94730JJ23
		1 - Master NP Secured -Adhesive
		1 - No Front
		1 - Serv Entr Barr - 3VA54/64
		1 - Certification - UL
		1 - Std Al/Cu Gnd Connector
		1 - Catalog #: 3VA54606EC310AA0
		Enclosure, Catalog Number US2:30NRD68V
		1 - 30WD 68H P3 VENTED NEMA 3R ENCLOSURE

### Cancellation Schedule:

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After receipt of order or before approval drawings are completed	15%
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Attention:

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Tel. No.: 5093254500  
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Job Name: RFQ 6139-24  
Quote Name: Upriver Electrical Upgrade  
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Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	<b>LP1--PANELBOARD P1</b> 1 - SECTION P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR. 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug 1 - Lug Catalog #: 3VA94730JJ23 1 - Gnd Conn-Shipped w/ Interior 1 - Std Al/Cu Gnd Connector 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector) 1 - Card Holder-Std Plastic Sleeve 1 - RP1 3 Phase Main Kit 3VA53/3VA63 1 - Certification - UL 1 - Catalog #: 3VA53405EC310AA0 4 - 20A /3P-BLH 1 - Catalog #: B320H 2 - 30A /3P-BLH 1 - Catalog #: B330H 2 - 50A /3P-BLH 1 - Catalog #: B350H 2 - 60A /3P-BLH 1 - Catalog #: B360H 2 - 100A /3P-BLH 1 - Catalog #: B3100H 6 - 20A /1P-BLH 1 - Catalog #: B120H Enclosure, Catalog Number B62 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W Front, Catalog Number S62B 1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE
2	1	<b>LP2--PANELBOARD P1</b> 1 - SECTION P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR. 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER

## Bill of Material

- 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
- 1 - Lug Catalog #: 3VA94730JJ23
- 1 - Gnd Conn-Shipped w/ Interior
- 1 - Std Al/Cu Gnd Connector
- 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector)
- 1 - Card Holder-Std Plastic Sleeve
- 1 - RP1 3 Phase Main Kit 3VA53/3VA63
- 1 - Certification - UL
- 1 - Catalog #: 3VA53405EC310AA0
- 4 - 20A /3P-BLH
  - 1 - Catalog #: B320H
- 2 - 30A /3P-BLH
  - 1 - Catalog #: B330H
- 2 - 50A /3P-BLH
  - 1 - Catalog #: B350H
- 2 - 60A /3P-BLH
  - 1 - Catalog #: B360H
- 2 - 100A /3P-BLH
  - 1 - Catalog #: B3100H
- 6 - 20A /1P-BLH
  - 1 - Catalog #: B120H
  - Enclosure, Catalog Number B62
  - 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W
  - Front, Catalog Number S62B
  - 1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE

3

1

### LP3--PANELBOARD P1

- 1 - SECTION
  - P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR.
- 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER
  - 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
  - 1 - Lug Catalog #: 3VA94730JJ23
  - 1 - Gnd Conn-Shipped w/ Interior
  - 1 - Std Al/Cu Gnd Connector
  - 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector)
  - 1 - Card Holder-Std Plastic Sleeve
  - 1 - RP1 3 Phase Main Kit 3VA53/3VA63
  - 1 - Certification - UL
  - 1 - Catalog #: 3VA53405EC310AA0
- 4 - 20A /3P-BLH
  - 1 - Catalog #: B320H
- 2 - 30A /3P-BLH
  - 1 - Catalog #: B330H
- 2 - 50A /3P-BLH
  - 1 - Catalog #: B350H
- 2 - 60A /3P-BLH
  - 1 - Catalog #: B360H
- 2 - 100A /3P-BLH
  - 1 - Catalog #: B3100H
- 6 - 20A /1P-BLH
  - 1 - Catalog #: B120H
  - Enclosure, Catalog Number B62
  - 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W





## Bill of Material

Front, Catalog Number S62B

1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE

### Important Update:

Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

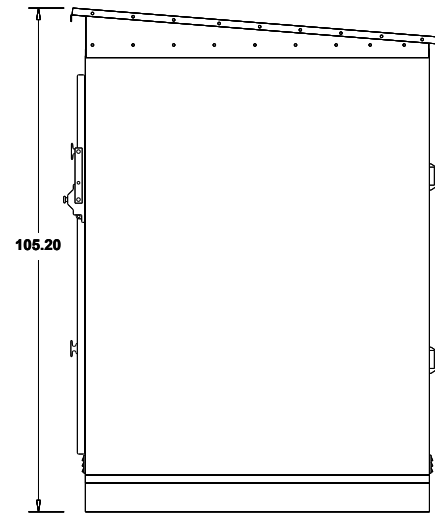
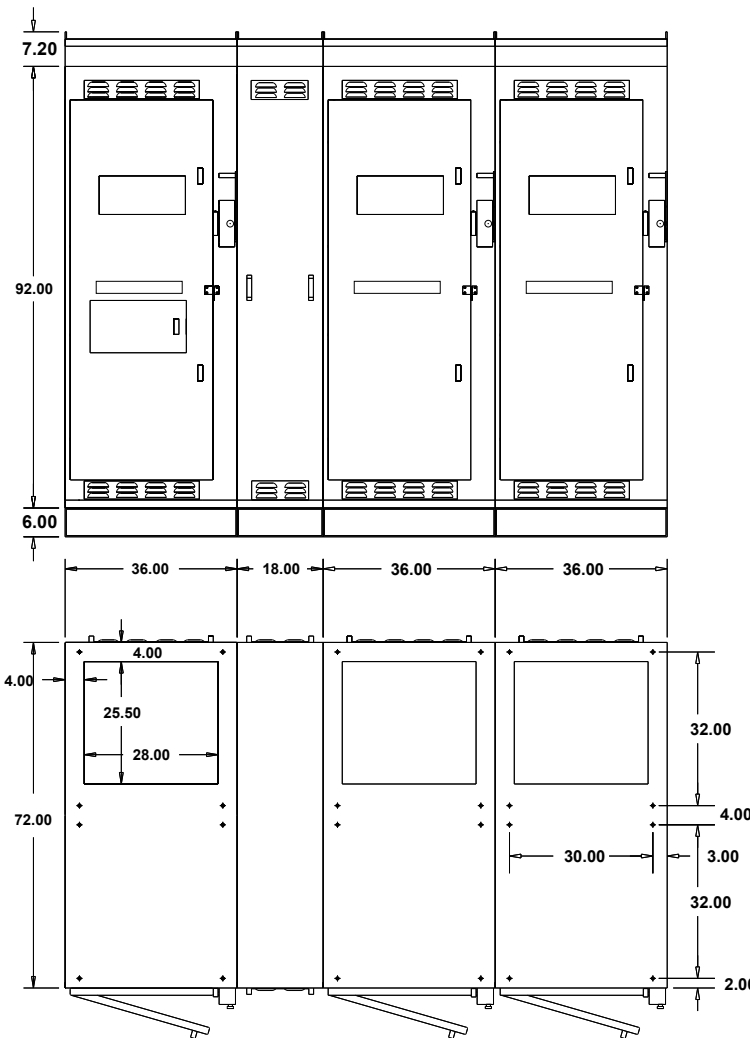
### Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

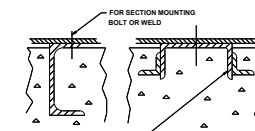
After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%

SYSTEM INFORMATION:	
OPERATING SYSTEM VOLTAGE (KV)	13.8KV
RATED MAXIMUM VOLTAGE (KV)	15 KV
RATED SYSTEM FREQUENCY (HZ)	60 HZ
MAIN BUS PLATING	Copper / Silver Plated
MAIN BUS SUPPORTS	Glass Polyester

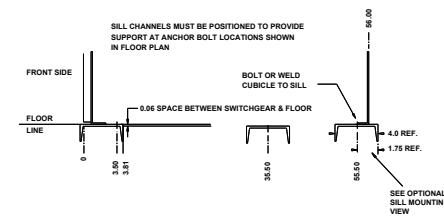
BREAK NOTES



THE SWITCHGEAR EQUIPMENT REPRESENTED IS ACCURATELY ALIGNED ON LEVEL STEEL BED PLATES AT THE FACTORY. THIS CARE ENSURES PROPER OPERATION AND FIT OF MATING PARTS. SUPPORTING SURFACES FOR THE SWITCHGEAR AT EACH MOUNTING BOLT LOCATION MUST BE LEVEL AND IN THE SAME PLANE WITHIN 1/16 IN. THERE MUST NOT BE ANY PROJECTION ABOVE THIS PLANE WITHIN THE AREA COVERED BY THE SWITCHGEAR CUBICLES. IF CUSTOMER'S FLOOR OR GROUTED SILL CHANNELS DO NOT MEET THIS REQUIREMENT IT WILL BE NECESSARY TO SHIM IN THE FOLLOWING MANNER. THE SIX (6) ANCHOR BOLT LOCATIONS IN EACH CUBICLE MUST FREELY REST IN FIRM CONTACT WITH THE MOUNTING SUPPORT SURFACES. THERE MUST NOT BE ANY PROJECTION OR OBSTRUCTION IN OTHER AREAS WHICH MAY DISTORT CUBICLE. DO NOT FORCE CUBICLE INTO FIRM CONTACT BY DRAWING DOWN MOUNTING BOLTS, AS SUCH DRASTIC MEANS WILL DISTORT CUBICLES. ADD 4" SQUARE SHIMS ADJACENT TO ANCHOR BOLTS UNTIL FIRM CONTACT IS ACHIEVED. CHECK EACH BOLT LOCATION, 6 PER CUBICLE, AND TIGHTEN BOLTS.



RECOMMENDED SILL CHANNEL CROSS SECTION 4"  
NOTE - SILLS WIDER THAN 4" IN REAR MAY ENCRUSH IN DOWNFEED CONDUIT SPACE."

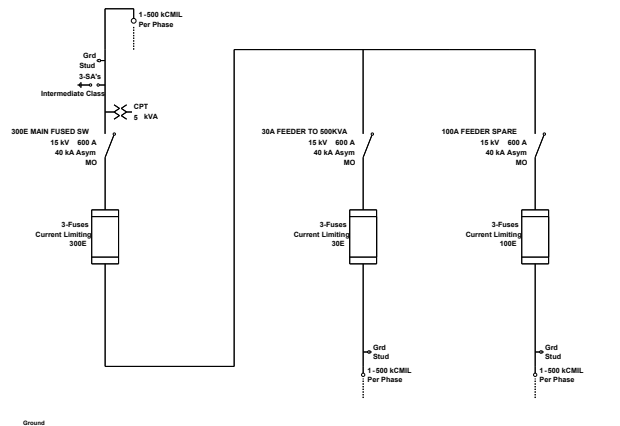


SILL CHANNELS MUST BE POSITIONED TO PROVIDE SUPPORT AT ANCHOR BOLT LOCATIONS SHOWN IN FLOOR PLAN  
FRONT SIDE  
FLOOR LINE  
0.06 SPACE BETWEEN SWITCHGEAR & FLOOR  
BOLT OR WELD CUBICLE TO SILL  
4.0 REF.  
1.75 REF.  
SEE OPTIONAL SILL MOUNTING VIEW

WHEN SILL CHANNELS ARE USED, CUSTOMER'S FLOOR MUST NOT PROJECT ABOVE MOUNTING SURFACE OF CHANNELS AT ANY POINT WITHIN THE FLOOR AREA COVERED BY SWITCHGEAR CUBICLES.  
SILL CHANNELS AND ANCHOR BOLTS FURNISHED BY CUSTOMER UNLESS COVERED BY CONTRACT.  
CONDUIT HEIGHT NOT TO EXCEED 1.5" ABOVE FLOOR LINE.

JOB <b>CED</b>		CUST. <b>CONSOLIDATED ELECTRICDISTRIBUTORS INC</b>	
P.O. -	CONSTR -	BY <b>henrbb</b>	ENG. LOC. -
DATE <b>5-23-2024</b>	DESIGNATION <b>15KV MAIN INCOMING</b>	DWG. NO. <b>henrbb000_05272200_05_00_M00-22000-1</b>	
Siemens Industry, Inc.		APP. -	MFG. LOC. -
APP. -		DWG. FILE	SHEET <b>1</b> OF <b>2</b>
REV. -	REV. -		REV. <b>1</b>

NO.	0	REVISIONS	DRAWN BY: <b>henrbb</b>	DATE: <b>5-23-2024</b>	BY: <b>henrbb</b>
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<b>JOB</b>			
<b>CED</b>			
P.O. -		CUST: <b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b>	
CONTR -		CONSLT -	
BY -	ENG. LOC. -	DESIGNATION <b>15KV MAIN INCOMING</b>	
D.O. -	DATE <b>5-23-2024</b>	D.W.G. NO. <b>henrbb000_05272200_05_00_M00-22000-2</b>	
Siemens Industry, Inc.		APP. -	MFG. LOC. -
Raleigh, NC	APP. -	DWG. FILE	SHEET <b>2</b> OF <b>2</b>
			REV. <b>1</b>



# HPS Millennium™ E Medium Voltage Distribution Transformer - up to 34.5kV

# HPS Millennium™ E

## Medium Voltage Transformer



## HPS MILLENNIUM™ E

Hammond Power Solutions (HPS) is the industry leading manufacturer of standard and custom dry-type transformers in North America. Every HPS product is built with the quality and dependability you count on.






HPS Millennium™ medium voltage distribution transformers are designed for many demanding and diverse applications, while minimizing both installation and maintenance costs. Coils are precision wound with copper or aluminum conductors using either barrel or comb wound designs with a full vacuum-pressure impregnation (VPI) insulation system.

With three phase ratings up to 15MVA, 34.5kV, 175kV BIL and single phase to 5MVA, they feature the newest technology and manufacturing processes.

To service all of your medium voltage needs, HPS Millennium™ G is also available for applications requiring voltages up to 5kV. For more information on HPS Millennium™ G (catalog no. MILGMED), please contact us or visit the HPS Website.

## SUPPORT & RESOURCES

No other transformer company can offer our service and quality in a full range of products:

-  **Current Calculator:** Calculate the Amps, Volts, or kVA of a transformer. Visit the "Online Tools" area of the HPS website.
-  **Fast On-Site Response:** On-site technicians are available to assist with any technical problems or issues that cannot be resolved over the phone.
-  **Live Telephone Technical Support:** Our inside sales team is available to quickly answer your questions. They are technically trained and able to answer most questions right over the phone.
-  **Easy-To-Access Installation Manuals:** All transformer installation manuals are conveniently located on our website so you can access them anywhere, anytime.
-  **Online Technical Support:** Get answers to frequently asked questions, troubleshooting tips and instruction sheets by visiting the "Technical Support" area of the HPS website.

## APPLICATIONS

HPS Millennium™ E is suitable for any commercial, industrial, manufacturing or production process application. They can be offered for a variety of environmental conditions and built to meet the most onerous duty.

- Industrial
- Commercial
- Data Centers
- Renewable Energy



Built-in enclosure fork lift capability



Low voltage bus bar



Flexible connectors



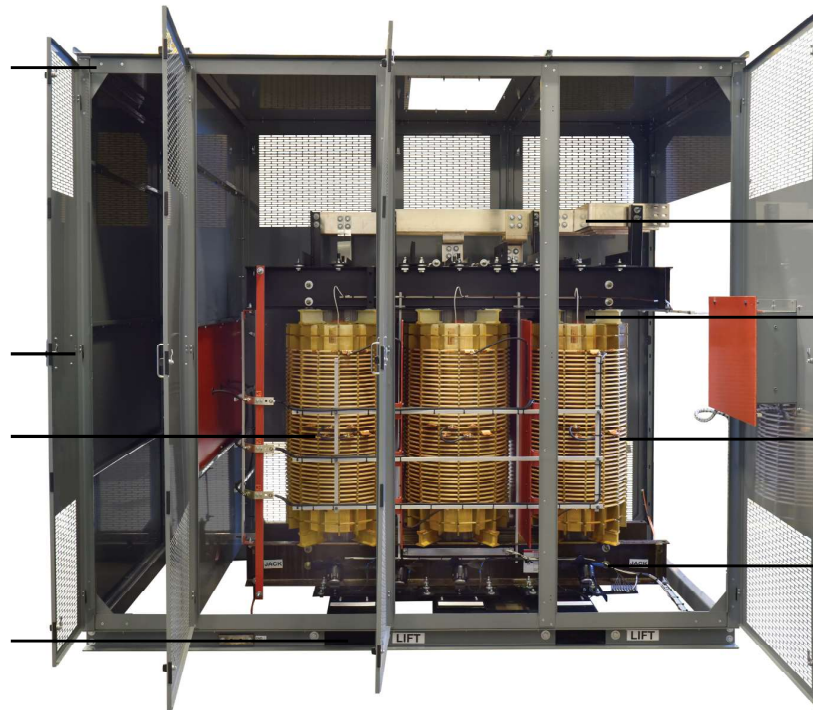


Standard IBC 2012/  
OSHPD Seismic Ratings

Lift Off Hinged Doors

Taps

Built-in Enclosure  
Fork Lift Capability



Low Voltage Bus Bar

Core

Primary Winding

Optional Cooling Fans

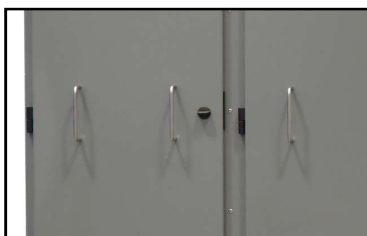
## FEATURES

### Core & Coil Construction:

- Manufactured from quality non-aging, cold rolled, silicon steel laminations
- Cores are precision cut to close tolerances to eliminate gaps and improve performance
- Core is coated to prevent the ingress of moisture
- Precision wound with copper or aluminum conductors that are electrically balanced to minimize axial forces during short-circuit conditions
- Wire or foil conductors for optimum performance for the application
- Robust interface between core & coils for better short circuit performance
- Utilize both barrel or comb wound construction techniques
- Available with multiple termination configurations: stubs-up, coordinated bus-to-end
- Vibration isolation pads to minimize noise

## BENEFITS

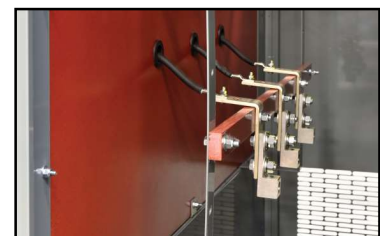
- Meets the minimum efficiency standards mandated in DOE 10 CFR Part 431 (levels as of Jan. 1<sup>st</sup> 2016), NRCAN 2019 SOR/2018-201 Amd. 14, ON Reg. 404/12 (effective Jan. 1<sup>st</sup>, 2018) and exceeds CSA C802.2-12 resulting in increased dollar savings and positive societal/environmental payback
- Designed for indoor or outdoor applications
- VPI windings are mechanically durable for the most demanding environments typically found in mining, crane and other difficult mechanical applications.
- Minimal maintenance required beyond removing surface contaminants, such as dirt
- Can be energized immediately after installation
- Excellent resistance to short circuits
- Self-extinguishing in the unlikely event of fire
- Environmentally friendly



Lift off hinged doors



Lifting eyes for core & coil assembly



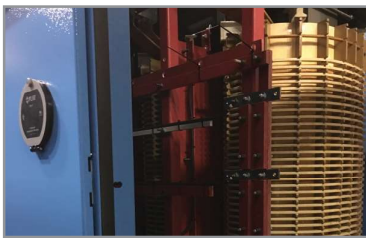
Air terminal chamber (ATC)

# HPS Millennium™ E

## Medium Voltage Transformer

### Specifications - Copper or Aluminum

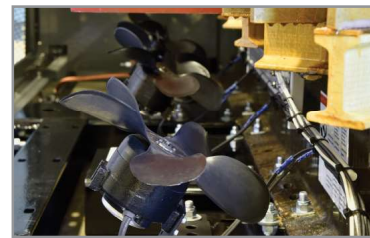
<b>kVA:</b>	225-2500kVA (DOE16) 225-7500kVA (NRCAN 2019) others available upon request	<b>Temperature Rise:</b>	150°C typical temperature rise, (optional 115°C & 80°C rise available)
<b>High Voltage (Primary):</b>	Up to 34.5 kV Class, up to 175 kV BIL Up to 150 kV BIL (BIL per CSA and IEEE/ANSI standards) Standard taps +/- 2.5%, +/- 5% Other options available upon request	<b>Termination:</b>	Front accessible separate high and low voltage terminals; connectors suitable for aluminum and copper are provided for easy cable installation.
<b>Low Voltage (Secondary):</b>	208Y/120V to 600Y/347V & 2.4-5kV up to 60kV BIL Higher BIL available upon request	<b>Impedance:</b>	3-7%, typically 5.75%
<b>Frequency:</b>	60 Hz, others available upon request	<b>Seismic:</b>	Seismically qualified according to the International Building Code (IBC) 2012, and the American Society of Civil Engineers ASCE 7-10 specifications, with the following design parameters (valid for floor mounting of enclosures only): Spectral acceleration: $S_{DS} \leq 2.0$ g Importance factor: $I_p = 1.5$ Attachment/height ratio: $z/h = 1.0$ "
<b>Insulation System:</b>	220°C (200°C for some lower kVA ratings)	<b>Sound Level:</b>	Meets IEEE C57.12.01 (other sound level performance available)
<b>Enclosure Type:</b>	Type 1, 2, 3/3R, 4/4X or 12 available (others available upon request). Enhanced Type 3R option available for improved outdoor performance. Lift off hinged doors for easy accessibility and quick removal if required. Built-in enclosure fork lift capability.	<b>Altitude:</b>	Standard up to 1000 meters (de-rated above 1000 meters)
<b>Enclosure Finish:</b>	ANSI 61 Grey Compliant with UL 50	<b>Ambient:</b>	-20°C to 40°C (with de-rating possible from 40°C to 60°C, consult HPS)
<b>Neutral:</b>	Neutral terminal for field connection (on applicable units)	<b>Duty:</b>	Special duty available upon request.



Infrared viewing window & custom enclosure finish



Lightning arrestors



Cooling fans

### OPTIONAL ACCESSORIES

- Forced air-cooling (or provisions for later)
- Heat exchanger/cooling for TENV units
- Lightning arrestors rated for system voltage (Station, Intermediate or Distribution)
- Grounding resistor
- Neutral Ground Monitor
- Thermal sensing & indication
  - Thermocouples
  - Thermometers (analog/digital)
  - Thermostat alarm / trip (N.O. /N.C. contacts)
- Current transformers
- Potential transformers
- Key interlock to prevent unauthorized access
- Electrostatic shielding
- Rated to handle non-linear loads
- Strip heater (powered from separate source)
- Surge protection devices
- Air terminal chamber
- Low voltage panel
- Coordinated bus-to-end
- Primary fused disconnects
- Infrared viewing windows



## Comparison of Enclosures for Indoor and Outdoor Non-Hazardous Locations

		Indoor						Indoor/Outdoor							Submersible		
CSA C22.2 No. 94.2 Enclosure Type		1 <sup>a</sup>	2 <sup>a</sup>	5	12	12K	13	3	-	3R <sup>a</sup>	-	3S	-	4	4X	6	6P
NEMA 250 Enclosure Type		1 <sup>a</sup>	2 <sup>a</sup>	5	12	12K	13	3	3X	3R <sup>a</sup>	3RX <sup>a</sup>	3S	3SX	4	4X	6	6P
Equivalent IEC 60529 IP designation <sup>a</sup>		IP20	IP22	IP53	IP54	IP54	IP54	IP55	IP55	IP24	IP24	IP55	IP55	IP66	IP66	IP67	IP68
Provides a degree of protection against these environmental conditions	Accidental contact with live parts	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Falling dirt	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Dripping and light splashing of non-corrosive liquids		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Circulating dust, lint, fibres and flyings <sup>d</sup>				X	X	X	X	X			X	X	X	X	X	X
	Settling dust, lint, fibres and flyings <sup>d</sup>			X	X	X	X	X	X			X	X	X	X	X	X
	Wind-blown dust							X	X			X	X	X	X	X	X
	Rain, snow and external formation of ice or sleet <sup>b</sup>							X	X	X	X	X	X	X	X	X	X
	External formation of ice or sleet											X	X				
	Hose down and splashing water													X	X	X	X
	Corrosion												X		X		X
	Occasional temporary submersion															X	X
	Occasional prolonged submersion																X
	Oil and coolant seepage				X	X	X										
	Oil and coolant seepage, spraying and splashing						X										

### Notes:

- a. - These enclosures may be ventilated
- b. - External operating mechanism(s) is not required to operate when the enclosure is ice covered
- c. - External operating mechanism(s) shall be operable when the enclosure is ice covered
- d. - These fibres and flyings are non-hazardous and are not considered Class III type ignitable fibres or combustible flyings
- e. - Since IEC 60529 does not specify degrees of protection for many conditions considered CSA C22.2 No. 94.2, the IEC classifications cannot be exactly equated to North American Type numbers. The North American Type numbers meet or exceed the test requirements for the associated IP classifications.

This table cannot be used to convert from IEC classifications to North American Type designations.

References: CSA C22.2 No. 94, CSA C22.1 (CEC), NEMA 250, NEMA document - NEMA Enclosure Types

Disclaimer: This table is for quick comparison only. Please refer to appropriate standard for enclosure selection to your needs.

## TESTING

All VPI Power transformers are tested at HPS prior to shipment. They must meet specific criteria to be certified acceptable for release. The following tests are performed on each power transformer:

- Resistance Measurement\*
- Voltage Ratio
- Polarity & Phase-Relation Test
- No-Load Loss and Excitation Current Test
- Induced Voltage
- Impedance, Voltage & Load Loss Test\*
- Power frequency voltage-withstand each winding
- Other testing available upon customer request

\* typically not performed for units  $\leq$  500kVA

## COMPLIANCE & APPROVALS

HPS Millennium™ E is CSA Certified and UL Listed to the following standards:

- CSA C22.2 No. 47
- CSA C9-02
- U.L. 1562



Compliant to the following industry standards:

- IEEE-C57.12.01
- IEEE-C57.12.51
- IEEE-C57.12.70
- IEEE-C57.12.91
- CSA 802.2-12
- DOE 10 CFR Part 431: 2010 or 2016
- NRCAN SOR/2018-201 Amd. 14
- ON Reg. 404/12 (2018)
- IEC 60076 (upon request)
- IBC 2012/OSHPD for seismic conditions



# Selection Tables

## ALUMINUM WOUND

kVA	Voltage Class kV	BIL	Enclosure with Stubs Up Fig. 1				Enclosure with Bus-To-End Fig. 2			
			Width (W)	Depth (D)	Height (H)	Weight (Lbs.)	Width (W)	Depth (D)	Height (H)	Weight (Lbs.)
225	5	30	49	42	64	2000	60	50	82	2300
	15	60	54	47	72	2400	60	50	82	2700
	15	95	60	50	82	3000	72	54	91.5	3700
	25	110	72	54	91.5	4100	72	60	91.5	4400
	25	125	72	60	91.5	4500	72	60	91.5	4900
	34.5	150	90	72	91.5	5500	90	72	91.5	5900
300	5	30	49	42	64	2100	68	50	72	2400
	15	60	68	50	72	2900	68	50	72	3200
	15	95	72	54	91.5	4000	84	54	91.5	4400
	25	110	72	54	91.5	4200	84	60	91.5	4800
	25	125	84	60	91.5	4800	84	60	91.5	5200
	34.5	150	90	72	91.5	5700	90	72	91.5	6100
500	5	30	54	47	72	3100	78	48	78	3600
	15	60	68	50	72	3900	78	48	78	4400
	15	95	84	54	91.5	5300	84	54	91.5	5800
	25	110	84	54	91.5	5700	84	60	91.5	6400
	25	125	90	60	91.5	6400	96	72	91.5	7200
	34.5	150	96	72	91.5	7800	96	72	91.5	8400
750	5	30	68	50	72	5000	84	54	91.5	6100
	15	60	78	48	78	5300	90	54	91.5	6400
	15	95	84	54	91.5	6700	96	60	91.5	7600
	25	110	84	60	91.5	7000	90	60	91.5	7600
	25	125	90	60	91.5	7100	96	72	91.5	8000
	34.5	150	96	72	91.5	9000	102	72	91.5	9900
1000	5	30	78	48	78	6100	90	54	91.5	7300
	15	60	84	54	91.5	7200	96	54	91.5	8000
	15	95	90	60	91.5	8400	102	60	91.5	9400
	25	110	90	60	91.5	8500	96	60	91.5	9300
	25	125	96	60	91.5	8700	102	72	91.5	9800
	34.5	150	96	72	110	10000	102	72	110	11000
1500	5	30	78	48	78	8100	96	54	91.5	9500
	15	60	90	54	91.5	9600	102	60	91.5	10800
	15	95	96	60	91.5	10800	108	60	91.5	12100
	25	110	96	60	91.5	10900	108	72	91.5	12500
	25	125	102	72	110	11800	108	72	110	13000
	34.5	150	108	72	110	13900	120	72	110	15400
2000	5	30	90	54	91.5	10800	108	60	91.5	12400
	15	60	96	54	91.5	11500	108	60	91.5	13000
	15	95	102	60	91.5	13400	120	72	91.5	15300
	25	110	102	72	91.5	13800	120	72	91.5	15500
	25	125	108	72	110	15000	120	72	110	16600
	34.5	150	120	72	110	16200	120	72	110	17600
2500	5	30	90	54	91.5	13000	120	60	91.5	15100
	15	60	96	60	91.5	13700	120	72	91.5	15800
	15	95	108	60	91.5	15800	132	72	110	18400
	25	110	108	72	110	14900	120	72	110	16500
	25	125	108	72	110	15900	120	72	110	17600
	34.5	150	108	72	110	16900	132	72	110	19000

Weight and dimensions are typical for 150°C Average Winding Rise.

Weights and dimensions are for DOE 2016/NRCAN 2019 compliant product.

All dimensions are in inches.

For Type 2 enclosure styles, add 4 inches to the enclosure depth and 20 lbs to the total weight.

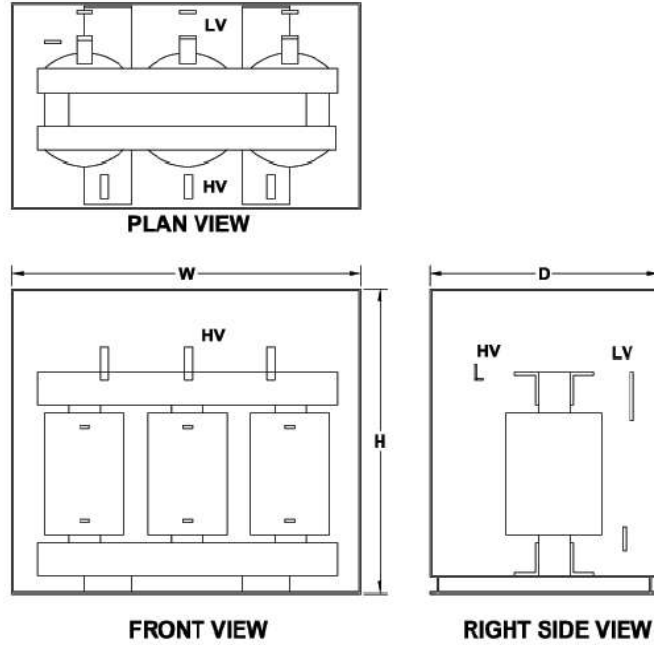
Not for construction purposes. Approval drawings can be provided as needed.

Add 20 inch for ATC up to 110kV BIL designs and

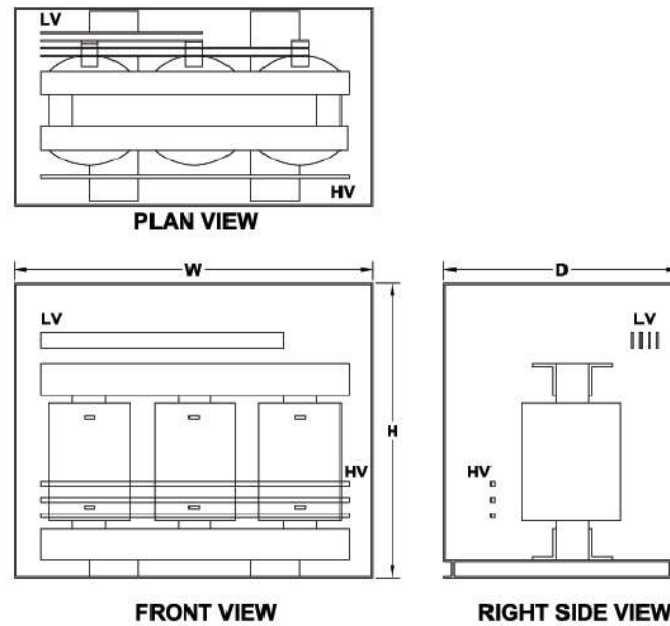
24 inch for ATC with 125/150kV BIL designs.

Add approx. 400 lbs. per ATC.

# Drawings



**ENCLOSURE WITH STUBS UP FIG. 1**



**ENCLOSURE WITH BUS-TO-END FIG. 2**

## 15 kV, 60kV BIL - Aluminum

75°C, 12470V Delta (60 kV BIL) -  
480Y/277V, 600Y/347V (10kV BIL), 60 Hz

kVA	No Load Loss (W)	Load Loss (W)	Impedance	Resistance	Reactance	X/R Ratio	Regulation				% Efficiency at different loads			
							at 50% load		at 100% load		25%	50%*	75%	100%
							pf = 1	pf = 0.8	pf = 1	pf = 0.8				
225	915	2300	5.7%	1.0%	5.6%	5.64	0.55%	2.12%	1.18%	4.28%	98.15%	98.69%	98.71%	98.59%
300	1025	3135	5.7%	1.0%	5.6%	5.64	0.56%	2.13%	1.20%	4.29%	98.40%	98.81%	98.78%	98.63%
500	1275	5085	5.7%	1.0%	5.6%	5.65	0.55%	2.12%	1.18%	4.28%	98.74%	98.99%	98.91%	98.74%
750	1700	6510	5.8%	0.9%	5.7%	6.32	0.47%	2.07%	1.03%	4.19%	98.89%	99.12%	99.06%	98.92%
1000	2075	7585	5.8%	0.8%	5.7%	7.14	0.42%	2.04%	0.92%	4.12%	98.99%	99.21%	99.16%	99.04%
1500	2775	9950	5.8%	0.7%	5.7%	8.19	0.37%	2.01%	0.83%	4.06%	99.10%	99.30%	99.26%	99.16%
2000	3285	12850	5.8%	0.6%	5.7%	9.57	0.36%	2.00%	0.81%	4.05%	99.19%	99.35%	99.30%	99.20%
2500	3825	14710	5.8%	0.6%	5.8%	9.59	0.34%	1.98%	0.75%	4.01%	99.25%	99.40%	99.36%	99.26%

\*Meets DOE 10 CFR Part 431 - 2016 & NRCAN 2019/ON Reg. 404/12 Energy Efficiency Regulations for MVDT Transformers

## 15 kV, 60kV BIL - Copper

75°C, 12470V Delta (60 kV BIL) -  
480Y/277V, 600Y/347V (10kV BIL), 60 Hz

kVA	No Load Loss (W)	Load Loss (W)	Impedance	Resistance	Reactance	X/R Ratio	Regulation				% Efficiency at different loads			
							at 50% load		at 100% load		25%	50%*	75%	100%
							pf = 1	pf = 0.8	pf = 1	pf = 0.8				
225	750	2725	5.6%	1.2%	5.5%	4.55	0.64%	2.14%	1.36%	4.32%	98.29%	98.69%	98.63%	98.45%
300	950	3425	5.6%	1.0%	5.5%	5.54	0.61%	2.13%	1.29%	4.29%	98.47%	98.81%	98.74%	98.56%
500	1240	5215	5.6%	1.0%	5.5%	5.54	0.56%	2.10%	1.20%	4.23%	98.76%	98.99%	98.90%	98.73%
750	1540	7115	5.6%	0.9%	5.6%	6.18	0.51%	2.07%	1.10%	4.17%	98.95%	99.12%	99.02%	98.86%
1000	1800	8980	5.7%	0.9%	5.6%	6.20	0.49%	2.05%	1.05%	4.14%	99.08%	99.21%	99.10%	98.94%
1500	2485	11215	5.7%	0.8%	5.6%	7.02	0.41%	2.00%	0.91%	4.05%	99.16%	99.30%	99.22%	99.09%
2000	2860	14695	5.7%	0.7%	5.6%	8.03	0.41%	2.00%	0.89%	4.04%	99.25%	99.35%	99.26%	99.13%
2500	3015	18025	5.7%	0.7%	5.6%	8.04	0.40%	2.00%	0.88%	4.04%	99.34%	99.40%	99.30%	99.17%

\*Meets DOE 10 CFR Part 431 - 2016 & NRCAN 2019/ON Reg. 404/12 Energy Efficiency Regulations for MVDT Transformers

# Technical Information

The following information is provided for reference only:

## Average Audible Sound Levels

Self-Cooled		Ventilated Forced Air Cooled	
Equivalent Two-Winding (kVA)	Ventilated (Class AA Rating)	Equivalent Two-Winding (kVA)	Class FA and AFA Rating
0-9	40	0-1167	67
10-50	45	1168-1667	68
51-150	50	1668-2000	69
151-300	55	2001-3333	71
301-500	60	3334-5000	73
501-700	62	5001-6667	74
701-1000	64	6668-8333	75
1001-1500	65	8334-10000	78
1501-2000	66		
2001-3000	68		
3001-4000	70		
4001-5000	71		
5001-6000	72		
6001-7500	75		

## System Voltage and Transformer BIL Ratings

Nominal L-L System Voltage (kV)	Low Frequency Voltage Insulation Level (kV rms)	Basic lightning impulse insulation levels (BIL ratings) in common use kV crest <sup>a,b</sup> (1.2 x 50 μs)												
		10	20	30	45	60	95	110	125	150	200	250	300	350
0.25	2.5	None												
0.6	3	S	1	1										
1.2	4	S	1	1										
2.5	10		S	1	1									
5.0	12			S	1	1								
8.7	20				S	1	1							
15.0	34					S	1	1						
18.0	40						S	1	1					
25.0	50						2	S	1	1				
34.5	70								2	S	1			
46.0	95										S	1	1	
69.0	140											S	1	1
Chopped wave <sup>c,d</sup> minimum time to flashover μs		1.0	1.0	1.0	1.25	1.5	1.6	1.8	2.0	2.25	2.7	3.0	3.0	3.0

When performing an impulse test on the low voltage windings, the high voltage windings may experience higher test voltage than the rated BIL level.

Note - The latest edition of IEEE Std. C62.22™ [B3] should be consulted for information coordination with available surge arrester protection levels.

S = Standard values

1 = Optional higher levels where exposure to overvoltages occurs and improved protective margins are required.

2 = Optional lower levels where protective characteristics of applied surge arresters have been evaluated and found to provide appropriate surge protection.

a = Low-impedance low-side windings may be tested with a much faster 0.5 x 1.5 μs impulse wave on BIL ratings less than or equal to 30 kV.

b = A positive impulse wave shall be used.

c = The voltage crest of the chopped wave should be approximately the same as the full wave magnitude.

d = No chopped waves are required on 0.6 kV systems and below.



## Standard Transformer Ratings, Primary Voltage Class 2.3-46 kV

kVA 3 Phase			Secondary Voltage			
Self-Cooled	Fan-Cooled Ventilated Dry	Fan-Cooled Weather Resistant Ventilated	208Y/120 V 240 V Delta	480Y/277 V 480V Delta	4160Y/2400 V 4160 V Delta 2400 V Delta	600Y/277 V 600V Delta
225			X	X		X
300	400	400	X	X		X
500	667	667	X	X	X	X
750	1000	1000	X	X	X	X
1000	1333	1333	X	X	X	X
1500	2000	2000	X	X	X	X
2000	2666	2666		X	X	X
2500	3333	3333		X	X	X
3750	5000	5000			X	
5000	6650	6650			X	
7500	10000	10000			X	

The above combinations are based on standard designs. Other than standard designs may place further restrictions on the availability of voltage and kVA combinations. Consult factory for final determination.

## Altitude Derating Factor

Altitude (FT)	kVA Correction	BIL Correction
3300	1.00	1.00
4000	0.994	0.98
5000	0.985	0.95
6000	0.975	0.92
7000	0.966	0.89
8000	0.957	0.86
9000	0.948	0.83
10,000	0.939	0.80
11,000	0.930	0.77
12,000	0.921	0.75
13,000	0.912	0.72
14,000	0.903	0.70
15,000	0.894	0.67

Per IEEE 100m = 330 ft



SIEMENS SUBMITTAL

# Warranty Information

(A) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the 'Warranties'). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(B) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(C) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(D) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of the warranty periods listed below.

TPS Surge Products – ten (10) years

All other Siemens products - twelve (12) months from initial operation of the Product or eighteen (18) months from shipment.

Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(E) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Part (B) above, or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(F) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

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SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM

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SIEMENS SUBMITTAL

# Low-Voltage Transformers

## Contents

TX-LP1  
TX-LP3

TX-LP2

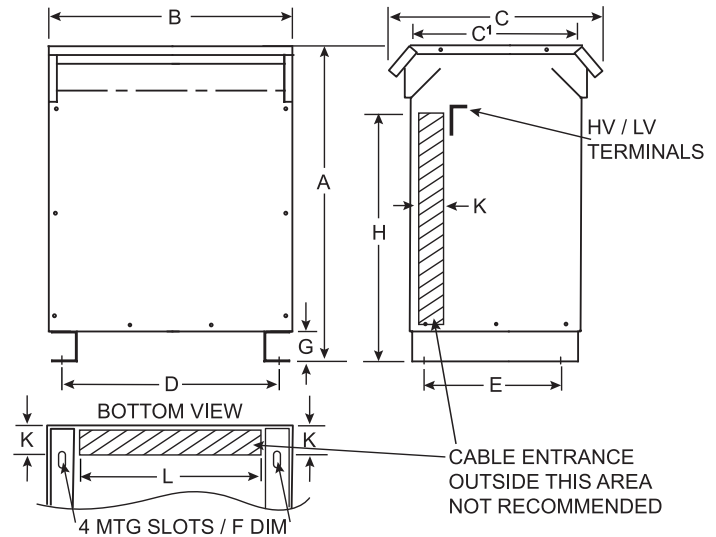
### STANDARD ENCLOSURE AND MOUNTING DIMENSIONS

General Purpose Transformer, NEMA 3R, 3 phase, 600V, 150°C rise, K-1

#### General Specifications

Type:	Ventilated
Temp Rise:	150°C
K-Factor:	K-1
Frequency:	60 Hz
Windings:	Aluminum or Copper
Efficiency:	DOE-2016

Measurements in inches/pounds below;  
metric dimensions on other side.



Dimensions in inches

kVA	Net Wt (lbs)		A	B	C	C'	D	E	F	G	H	K	L
	AL	CU											
15	240	265	22.0	19.0	21.0	16.0	15.8	12.0	0.56 x 1.13	3.0	16.0	3.0	13.0
30	360	390	25.0	22.0	22.0	17.0	18.1	13.0	0.56 x 1.13	3.0	19.0	3.0	15.0
45	480	525	28.0	25.0	23.5	18.5	20.8	14.5	0.56 x 1.13	3.0	22.0	3.0	17.0
75	625	690	32.0	27.0	26.0	21.0	23.5	16.0	0.56 x 1.13	3.0	26.0	3.0	20.0
112.5	875	965	38.0	29.0	28.5	23.0	25.5	18.0	0.56 x 1.13	3.0	32.0	3.0	22.0
150	1225	1350	42.0	33.0	32.5	26.0	30.0	21.0	0.56 x 1.13	3.0	35.0	4.0	25.5
225	1545	1700	46.0	35.0	37.0	30.0	31.5	25.0	0.56 x 1.13	3.0	39.0	5.0	27.5
300	1895	2050	52.0	35.0	37.0	30.0	31.5	25.0	0.56 x 1.13	3.0	45.0	5.0	27.5
500	3220	3550	60.0	48.0	43.5	33.0	42.0	27.0	0.56 x 1.13	4.0	50.0	5.0	38.0
750	4250	4665	72.2	52.0	44.2	40.0	47.0	42.0	0.56 x 1.13	4.0	56.0	5.0	44.25
1000	6100	6700	81.0	66.0	61.0	44.0	63.0	38.5	0.56 x 1.13	5.0	69.0	6.0	57.0

Housing dimensions subject to change without notice. Consult factory where dimensions are critical.

#### NOTES:

- All units are UL listed and are designed in accordance with ANSI C89.2 and NEMA ST-20 standards
- These transformers utilize a UL recognized 220°C insulation system
- Transformers are dry type, Class AA, ventilated enclosure for indoor or outdoor use
- For lifting other than with fork truck, remove top cover and use core clamps
- Paint color is ANSI #61 Gray
- Full width copper electrostatic shield (optional)
- 6" required clearance from the wall
- HV/LV terminals are top front terminated
- Meets DOE-2016 efficiency 10 CFR Part 431
- Meets NRCAN C802 2019 standards for efficiency
- Net Weights are approximate

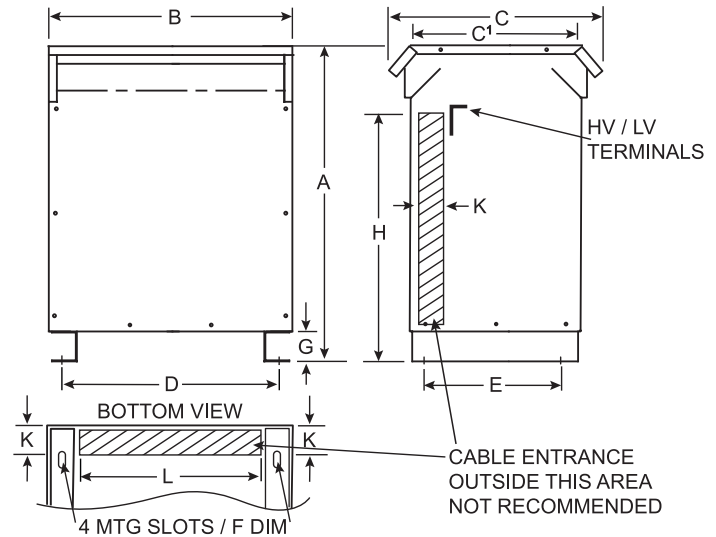
### STANDARD ENCLOSURE AND MOUNTING DIMENSIONS

General Purpose Transformer, NEMA 3R, 3 phase, 600V, 150°C rise, K-1

#### General Specifications

Type:	Ventilated
Temp Rise:	150°C
K-Factor:	K-1
Frequency:	60 Hz
Windings:	Aluminum or Copper
Efficiency:	DOE-2016

Measurements in centimeters/kilograms below;  
inches/pounds dimensions on other side.



Dimensions in centimeters

kVA	Net Wt (kg)		A	B	C	C'	D	E	F	G	H	K	L
	AL	CU											
15	108.9	120.2	55.9	48.3	53.3	40.6	40.1	30.5	1.42 x 2.87	7.6	40.6	7.6	33.0
30	163.3	176.9	63.5	55.9	55.9	43.2	46.0	33.0	1.42 x 2.87	7.6	48.3	7.6	38.1
45	217.7	238.1	71.1	63.5	59.7	47.0	52.8	36.8	1.42 x 2.87	7.6	55.9	7.6	43.2
75	283.5	313.0	81.3	68.6	66.0	53.3	59.7	40.6	1.42 x 2.87	7.6	66.0	7.6	50.8
112.5	396.9	437.7	96.5	73.7	72.4	58.4	64.8	45.7	1.42 x 2.87	7.6	81.3	7.6	55.9
150	555.7	612.3	106.7	83.8	82.6	66.0	76.2	53.3	1.42 x 2.87	7.6	88.9	10.2	64.8
225	700.8	771.1	116.8	88.9	94.0	76.2	80.0	63.5	1.42 x 2.87	7.6	99.1	12.7	69.9
300	859.6	929.9	132.1	88.9	94.0	76.2	80.0	63.5	1.42 x 2.87	7.6	114.3	12.7	69.9
500	1460.6	1610.3	152.4	121.9	110.5	83.8	106.7	68.6	1.42 x 2.87	10.2	127.0	12.7	96.5
750	1927.8	2116.0	183.4	132.1	112.3	101.6	119.4	106.7	1.42 x 2.87	10.2	142.2	12.7	112.4
1000	2766.9	3039.1	205.7	167.6	154.9	111.8	160.0	97.8	1.42 x 2.87	12.7	175.3	15.2	144.8

Housing dimensions subject to change without notice. Consult factory where dimensions are critical.

#### NOTES:

- All units are UL listed and are designed in accordance with ANSI C89.2 and NEMA ST-20 standards
- These transformers utilize a UL recognized 220°C insulation system
- Transformers are dry type, Class AA, ventilated enclosure for indoor or outdoor use
- For lifting other than with fork truck, remove top cover and use core clamps
- Paint color is ANSI #61 Gray
- Full width copper electrostatic shield (optional)
- 6" required clearance from the wall
- HV/LV terminals are top front terminated
- Meets DOE-2016 efficiency 10 CFR Part 431
- Meets NRCAN C802 2019 standards for efficiency
- Net Weights are approximate

# 3F3Y150D16 - Three-Phase Ventilated-USA-DOE

Product Details	
<b>KVA</b>	150.00
<b>UPC#</b>	804766148668
<b>Enclosure</b>	NEMA 3R Ventilated
<b>Phase</b>	Three-Phase
<b>Line Voltage</b>	480V-Delta
<b>Load Voltage</b>	208Y/120V
<b>E/S Shielded</b>	No
<b>Windings</b>	Aluminum
<b>Temp. rise</b>	150°
<b>Frequency</b>	60 Hz
<b>Taps</b>	2 - 2.5% FCAN; 4 - 2.5% FCBN
<b>Impedance</b>	3.88
<b>Total loss (17°C)</b>	3853.00
<b>Regulation (full load)</b>	PF 1.0=2.56 PF 0.8=3.79

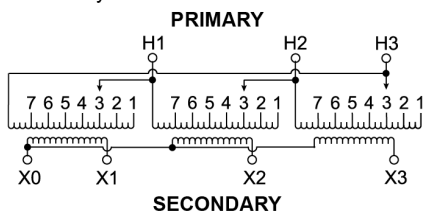
Product Details	
<b>Efficiency Type</b>	DOE-2016
<b>Minimum Efficiency (35%)</b>	98.83
<b>Sound</b>	50 db Max
<b>Approvals</b>	UL, cUL, DOE

Weight & Dimensions (Imperial / Metric)		
<b>A</b>	42.00"	106.68 cms
<b>B</b>	33.00"	83.82 cms
<b>C</b>	32.50"	82.55 cms
<b>D</b>	30.00"	76.2 cms
<b>E</b>	21.00"	53.34 cms
<b>Est Ship Wt</b>	1125.00 lbs	510.29 kg

## T480E Wiring Diagram & Connections

### Wiring Diagram

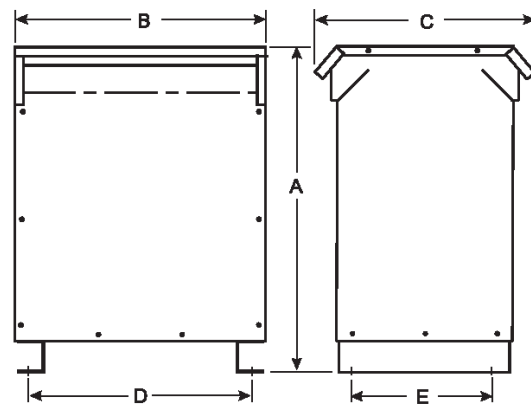
Primary: 480 Volts Delta  
Secondary: 208Y/120 Volts



### Connections

Primary Volts	On Each Coil Jumper Taps To	Primary Lines Connect To
504	1	H1, H2, H3
492	2	H1, H2, H3
480	3	H1, H2, H3
468	4	H1, H2, H3
456	5	H1, H2, H3
444	6	H1, H2, H3
432	7	H1, H2, H3

Secondary Volts	Secondary Lines Connect To
208	X1, X2, X3
120	Between X0 and X1 or X2 or X3
1 phase	X1 or X2 or X3



### Additional Information

**How to Buy:** Contact Siemens Distributor, Siemens Sales Rep or Configure in COMPAS Configuration Tool



# Automatic Transfer Switches

RTS-03 Series



# RTS-03 Series Automatic Transfer Switches: Rugged

## High-Performance Design

Russelectric automatic transfer switches are modern, high-speed switching devices designed to transfer electrical loads from a preferred power source to an alternate power source when voltage and/or frequency varies from preset limits, and to retransfer loads when preferred source is restored.

Russelectric RTS-03 Series automatic transfer switches utilize simple electrical operators to provide high-speed quick-break, quick-make, preloaded transfers. The operators are connected to the switch mechanism through precision self-aligning, ball joints and heavy-duty linkage rods which prevent misalignment.

## The Industry's Highest 3-Cycle Closing and Withstand Ratings | A

Russelectric RTS-03 Series transfer switches have the highest 3-cycle closing and withstand ratings for 480 VAC or less of any switches available today.

All Russelectric RTS-03 Series automatic transfer switches have been fully tested for 3-cycle closing and withstand ratings under UL-1008.

3-Cycle Closing and Withstand Ratings RMS Symmetrical Amperes, 480 VAC or Less UL Tested, Listed, and Labeled Under UL-1008	
Switch Size Amperes	Closing and Withstand Rating Amperes
100-400	42,000
600-800	65,000
1000-1200	85,000
1600-4000	100,000

Before Underwriters' Laboratories, Inc. will allow a transfer switch to be listed with a short circuit rating, it requires that the switch be able to close in on the same amount of fault current that it can withstand. Consequently, in applications where extremely high short circuit current is available, fuse protection is mandatory.

When coordinated with current limiting fuses, Russelectric RTS-03 Series transfer switches have UL listed closing and withstand ratings of 200,000 amperes, at 480 VAC.

## Built Rugged for Long Life, Minimum Maintenance, and Trouble-Free Service

Russelectric builds all its transfer switches for years of reliable, trouble-free operation with a minimum of maintenance. In fact, many Russelectric switches have been in continuous service for over 50 years.

Russelectric transfer switch contacts are segmented and have tungsten arcing tips. All contacts are machined from solid copper — not cast, forged, or stamped. All mechanical assemblies, linkages, and connecting rods are purpose-built and precision-machined in-house. Mechanical linkages are sturdy anodized steel rods —

machined, not stamped or riveted — with aircraft-style ball joint fittings.

Bus bar is solid copper, silver plated in accordance with UL and ANSI standards. All bus is formed, cut, and punched before being plated to guarantee the integrity of the silver plating and ensure maximum performance.

Enclosures are fabricated with code gauge steel to meet UL and other applicable standards. All enclosures feature arc-welded seams, extra bracing, and smooth, ground corners. Switches are seismic tested to International Building Code requirements for earthquake compliance.

All transfer switches are thoroughly inspected both mechanically and electrically under simulated operating conditions before shipment.



## 3- Cycle Closing and Withstand Rated Design

### Quick-Break, Quick-Make, High-Speed, Preloaded Transfer | B

All Russelectric transfer switches feature preloaded springs and an electric operator-driven overcenter mechanism for opening and closing power contacts. During open-transition transfer, the contact mechanism is securely locked in place until the overcenter position is reached. The preloaded springs then instantaneously open the closed contacts (quick-break) and close the open contacts (quick-make) with a momentary break in between. The quick-break feature provides rapid full arc interruption, even under maximum voltage and amperage. This considerably reduces contact erosion and increases the switch's useful life.

### Rapid and Reliable Arc Quenching | C

The Russelectric transfer switch current interrupting chamber consists of parallel steel plates partially surrounding the contacts and enclosed by an insulator. When contacts open, the induced magnetic field draws the arc into the plates, which split it into smaller arcs and extinguish it.

The plates also conduct heat away from the arc. (Photo shown with insulating barriers removed.)

### Front Connected Control Components and Wiring | D

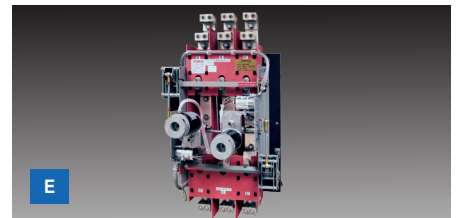
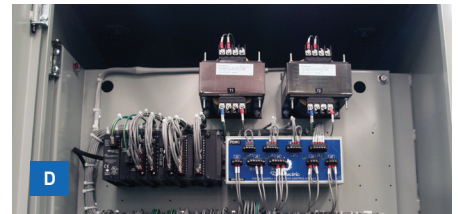
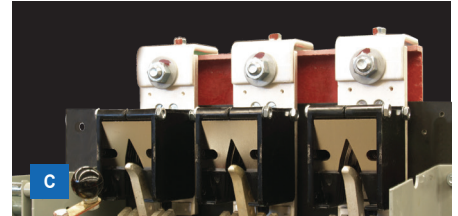
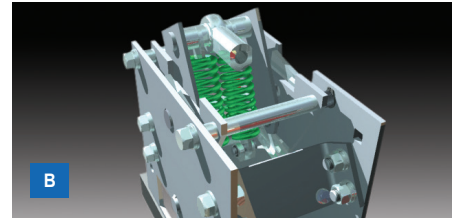
Control components and wiring can be replaced without removing the transfer switch from its enclosure.

Tracing of the electrical circuitry is simplified by the neatly arranged, front-connected, flame retardant, 600-volt SIS switchboard wiring. Heavy-duty control components and contacts are provided to handle switching requirements.

All wiring connections are labeled with sleeve-type markers, easily visible from the front of the cabinet.

### Vertical-Type "VS" Switchboard Construction | E

Transfer switch bases and control panels are available in narrow widths for switchboard cubicles with front or rear terminals and/or bus tabs. Narrow widths to fit motor control center requirements (19" for capacities to 800 A 3-pole) and special arrangements are also available.



### RPTCS ATS Control System

The Russelectric RPTCS microprocessor automatic transfer control system controls all operational functions of the ATS. Each RPTCS is programmed at the factory to control customer-specified options as well as standard switch features.

Setup, alarm acknowledgement, and review of actual data are easily accomplished using the controller's soft keys and color display. The intuitive, interactive menu guides the user through controller setup and the entering of configuration data, including communications and timing setpoints, adjustable control parameters (interlocks, alarms, and security), and event logging.

Real-time metering of voltage (phase-to-phase and phase-to-neutral) and frequency of both sources is standard, and metering of current and power is available. The RPTCS can also monitor power quality with available waveform capture and historical trending. All metering can be accessed through the menu.

The controller senses Source 1 (usually the electric utility source) and Source 2 (usually the engine generator source) voltages and, by means of easy-to-see LEDs, indicates switch position and source availability. Through the menu, the user can also review operational data such as active time delays, transfer inhibits, metered values, fault and alarm reports, event records, and configuration settings. The controller also automatically displays the status of monitored conditions in color-coded banners at the top of the screen including faults and alarms, inhibits, and informational messages.

The RPTCS controller supports two communication interfaces: standard Modbus RTU or available Modbus TCP/IP via 10/100 Base-T Ethernet. An external communications port on the controller's faceplate allows fast, easy connection to a laptop. Controller design accommodates the addition of accessories.

# RTS-03 Series Open-Transition Transfer Switches

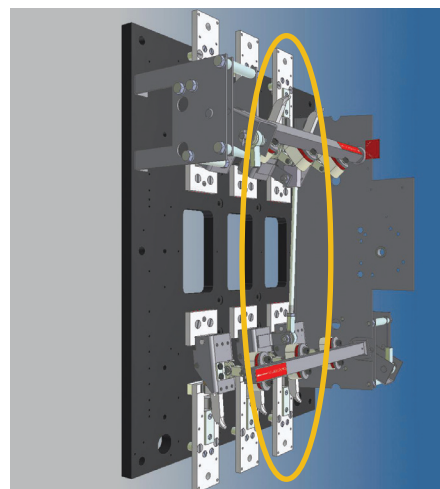
## Open-Transition Switches

- Quick-break, quick-make, high-speed transfer mechanism
- Positive Mechanical Interlocking
- Simple electrical operators
- Rapid arc quenching
- Safe external manual operator provides same quick-break, quick-make operation as electrical operator
- 2, 3 and 4-pole configurations
- Front accessible wiring



## Positive mechanical interlocking

A rugged mechanical interlock positively prevents Source 1 and Source 2 contacts from being closed simultaneously.



Simplified assembly



# RTS-03 Series Open-Transition Transfer Switches

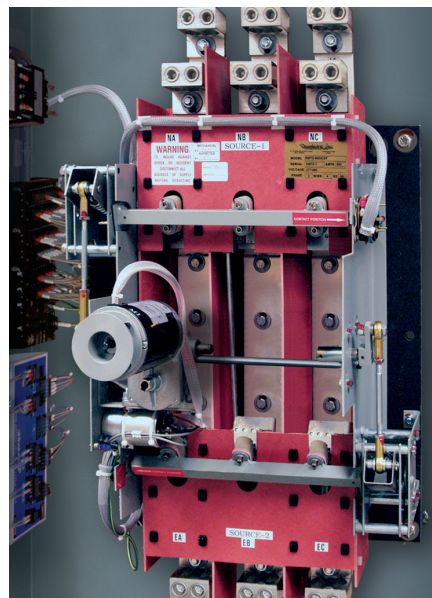


## RTS-03 ATA: Single-Operator

For basic transfer applications

### For Basic Power Transfer Applications

Single-operator RTS-03 ATA Series automatic transfer switches offer a dependable means of transferring power from one source to another and back again using open-transition transfer. These switches are ideal for resistive load applications where no time delay (to allow inductive load voltages to decay) is needed.



## RTS-03 ATB: Dual-Operator

For high inductive load transfer applications

### For Large Motor and High Inductive Load Transfer Applications

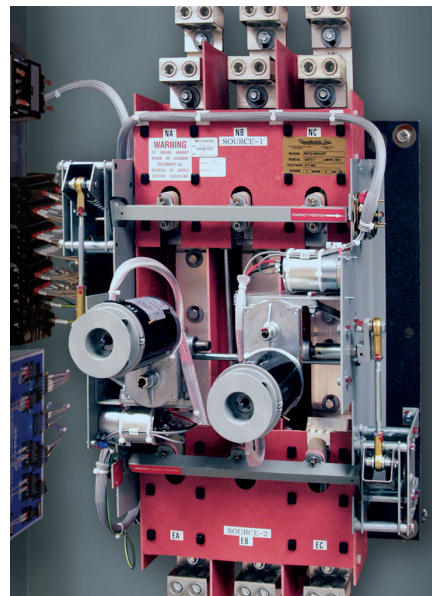
Dual-operator RTS-03 ATB Series automatic transfer switches allow inductive loads to be re-energized with normal inrush starting current after transfer. These inductive loads typically involve large 3-phase motors or transformers.

A time delay between the opening of the closed contacts and the closing of the open contacts allows large motor loads to demagnetize before transfer. This prevents the severe “bump” caused by switching a rotating motor (which momentarily acts as a generator) from one source to another source that is not in synchronism.

This transition time delay is approximately 400 milliseconds, but it may be increased through the switch’s controller.

### Ideal for Sophisticated Load Shed Control Applications

With their center-off position, Russelectric RTS-03 ATB Series dual-operator transfer switches are also ideal for sophisticated load shed control schemes. They are often used in generator paralleling systems.



### Safe External Manual Operator

In addition to automatic operation, these transfer switches can be operated manually. An external manual operator permits the full-speed manual transfer of loads (at the same contact speed as the electric operator) with the unit’s door completely closed. This reduces the operator’s exposure to the risk of possible arc flash injuries.

# RTS-03 Series Closed-Transition Transfer Switches

## Closed-Transition Switches

- High-speed quick-break, quick-make, open-transition transfer upon loss of preferred power source
- Rapid closed-transition retransfer to preferred source and for testing with zero power interruption
- Simple electrical operators
- Rapid arc quenching
- 2-, 3-, and 4-pole configurations
- Front accessible wiring

## RTS-03 ATC: Closed Transition

For zero power interruption on testing and retransfer



## Zero Power Interruption on Retransfer or Testing

RTS-03 ATC Series closed-transition transfer switches offer the advantage of zero power interruption during both testing and automatic retransfer to Source 1. They are built to the same stringent standards as Russelectric's widely respected break-before-make switches. They are identical in size to open-transition switches.

## High-Speed Operators Provide Transition in Less Than 100 Milliseconds

To provide the rapid transition necessary to achieve the absolute minimum time in which both Source 1 and Source 2 are simultaneously connected to the load, Russelectric uses special high-speed operators. Transfer occurs only when both sources are within an acceptable window of synchronization. Tests show that transition times are substantially less than 100 milliseconds.

## Open-Transition Transfer, Closed-Transition Retransfer and Testing

### 1. Transfer upon loss of Source 1

Upon reduction of Source 1 voltage below a preset value after a preset time delay, the Russelectric RTS-03 ATC signals the engine generator (Source 2) to start. When the engine generator has reached acceptable voltage and frequency, the transfer switch transfers to the engine generator source in open transition. The load is served by the engine generator until the ATS detects return of Source 1 to acceptable values. After a preset time delay to allow stabilization of Source 1, the ATS is ready to retransfer.

### 2. Retransfer upon return of power to the preferred source

When the Russelectric RTS-03 ATC is ready to retransfer, a synch-check function initiates transfer once the engine generator is in synchronism with Source 1. After the open contacts (Source 1) have closed, the closed contacts (Source 2) open, providing closed-transition transfer.

The period of time in which both sets of contacts are closed is less than 100 milliseconds. A separate timer monitors the closed-transition period, and initiates a signal to reopen the set of contacts that have just been closed, should the closed-

transition time exceed the setting of the timer. In addition, a safety signal is provided for customer-connected alarm or remote breaker tripping should the closed-transition period exceed the timer's setting. Should Source 2 power fail at any time after Source 1 has returned, but before the stabilization time delay relay has timed out, the ATS will automatically open-transition retransfer to Source 1.

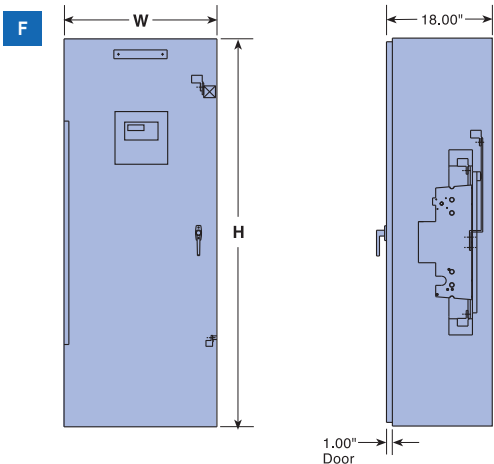
### 3. Load test

Upon initiation of load test, the ATS signals the engine generator (Source 2) to start. When the engine generator has reached acceptable voltage and frequency, a synch-check function initiates transfer to the engine generator in closed transition by closing the Source 2 contacts and then opening the utility (Source 1) contacts.

The closed-transition time is less than 100 milliseconds. After the load test period, retransfer to Source 1 is also closed-transition as previously described.

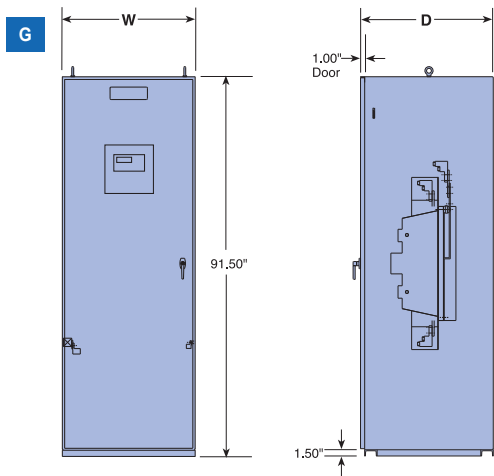
The timer monitoring excessive closed-transition transfer time is active during this operation. Failure of the generator source during load test will result in automatic open-transition retransfer to the utility source.

# Specifications and Dimensions



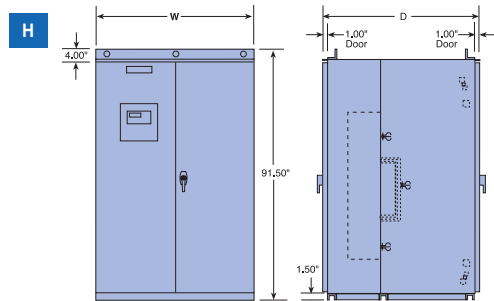
## 100-800 Amp Enclosed Wall-Mounted Switches | F

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load <sup>1</sup> per phase and neutral	Approximate Shipping Weight <sup>2</sup> pounds
		W	H		
100	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	44	(1) #14—1/0	$\frac{490}{565}$
150	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	44	(1) #6—250 MCM	$\frac{500}{575}$
225	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{510}{585}$
260	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{520}{595}$
400	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{530}{605}$
600	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(2) #4—500 MCM	$\frac{540}{615}$
800	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(2) #4—600 MCM or (4) #1/0—250 MCM	$\frac{550}{625}$



## 1000-3000 Amp Enclosed Freestanding Switches | G

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load <sup>1</sup> per phase and neutral	Approximate Shipping Weight <sup>2</sup> pounds
		W	D		
1000	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(4) #2—600 MCM	$\frac{1025}{1250}$
1200	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(4) #2—600 MCM	$\frac{1060}{1285}$
1600	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(5) #2—600 MCM	$\frac{1100}{1325}$
2000	$\frac{3}{4}$	$\frac{32}{36}$	32	(6) #2—600 MCM	$\frac{1150}{1365}$
2500	$\frac{3}{4}$	$\frac{32}{36}$	36	(6) #2—600 MCM	$\frac{1205}{1410}$
3000	$\frac{3}{4}$	$\frac{40}{48^3}$	40	(8) #46—600 MCM	$\frac{1265}{1480}$



## 4000 Amp Enclosed Freestanding Switch | H

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load <sup>1</sup> per phase and neutral	Approximate Shipping Weight <sup>2</sup> pounds
		W	D		
4000	$\frac{3}{4}$	$\frac{51}{60}$	60	(10) #4—600 MCM or (20) #1/0—250 MCM	$\frac{3100}{3600}$

<sup>1</sup> All lugs are mechanical type suitable for copper or aluminum cable. Ground lugs provided to NEC.

<sup>2</sup> Weights shown are approximate and may vary according to number and types of accessories specified.

<sup>3</sup> Double door configuration.

**NOTES:** Switches are furnished with Source 1 connection at top and Source 2 connection at bottom. Positions may be reversed if desired.

Drawings are for layout purposes only and are subject to change without notice. For details on lug spacing, etc., drawings are available at [www.russelectric.com](http://www.russelectric.com). See back page of brochure for Accessories.

**NOTE:** Rear doors provide required access to rear of switch.

# Accessories

Following is a list of common accessories. For a complete list, consult factory.

VFS1	Programmable under-voltage sensing of Source 1 to restore at 90% and fail at 80%, range from 100% to 115%. Under-frequency sensing, adjustable from 45.0 Hz to 59.9 Hz. Failure set at 59.0 Hz and restore set at 59.5 Hz. Over-voltage and over-frequency sensing.
VFS2	Programmable under-voltage sensing of Source 2 to restore at 90% and fail at 80%, range from 100% to 115%. Under-frequency sensing, adjustable from 45.0 Hz to 57.0 Hz. Failure set at 54.0 Hz and restore set at 57.0 Hz. Over-voltage and over-frequency sensing.
TDES	Time delay of engine start signal to prevent transfer in the event of momentary Source 1 power outage.
TDPS	Time delay on retransfer to Source 1.
TDNPS	Time delay on transfer to Source 2.
TDNNP	Time delay to control contact transition time from neutral to Source 2.
TDNP	Time delay to control contact transition time from neutral to Source 1.
TDEC	Engine overrun to provide unloaded engine operation after retransfer to Source 1 (delay for engine cooldown).
ELEVATOR	Elevator pre-signal contacts open prior to transfer in either direction, can be configured in one of the following ways: CONTACT (1) Once transfer is initiated, contacts close after an adjustable time delay (0 seconds to 60 minutes); (2) After time delay (0 seconds to 60 minutes), transfer is initiated. Contacts close immediately after transfer; (3) After time delay (0 seconds to 60 minutes), transfer is initiated. Contacts close after an adjustable time delay (0 seconds to 60 minutes).
EXF	The mode of operation of the exerciser function can be selected with a time base of 1 day, 7 days, 14 days, 28 days, or 365 days. With a time base of 365 days, up to 24 events can be scheduled. With all other time bases, the number of exercise events is limited to 7.
XF8	Programmable function to bypass time delay on retransfer to Source 1.
XL14	2-position lever-operated preferred source selector switch to select either Source 1 or Source 2 supply as the preferred source. (1) Legend plate marked: "SOURCE 1" - "SOURCE 2". (1) Nameplate marked: "PREFERRED SOURCE SELECTOR SWITCH".
CS1P	(1) Auxiliary contact closed in Source 1 position, wired to terminal strip for customer connection.
CS2P	(1) Auxiliary contact closed in Source 2 position, wired to terminal strip for customer connection.
CES	Form "C" contact to initiate engine starting or other customer functions.
CS1A	(1) Source 1 status relay with Form "C" contact to indicate Source 1 availability.
CS2A	(1) Source 2 status relay with Form "C" contact to indicate Source 2 availability.
LT1	Green LED on Operator Interface Panel to indicate switch in Source 1 position.
LT2	Red LED on Operator Interface Panel to indicate switch in Source 2 position.
LT3	Green LED on Operator Interface Panel to indicate Source 1 power available.
LT4	Red LED on Operator Interface Panel to indicate Source 2 power available.
LT20	Red LED on Operator Interface Panel to indicate transfer inhibit.
LT21	Red LED on Operator Interface Panel to indicate alarm condition.
XF20	Lamp test function to test all LEDs on Operator Interface Panel.
EMO	External Manual Operator.

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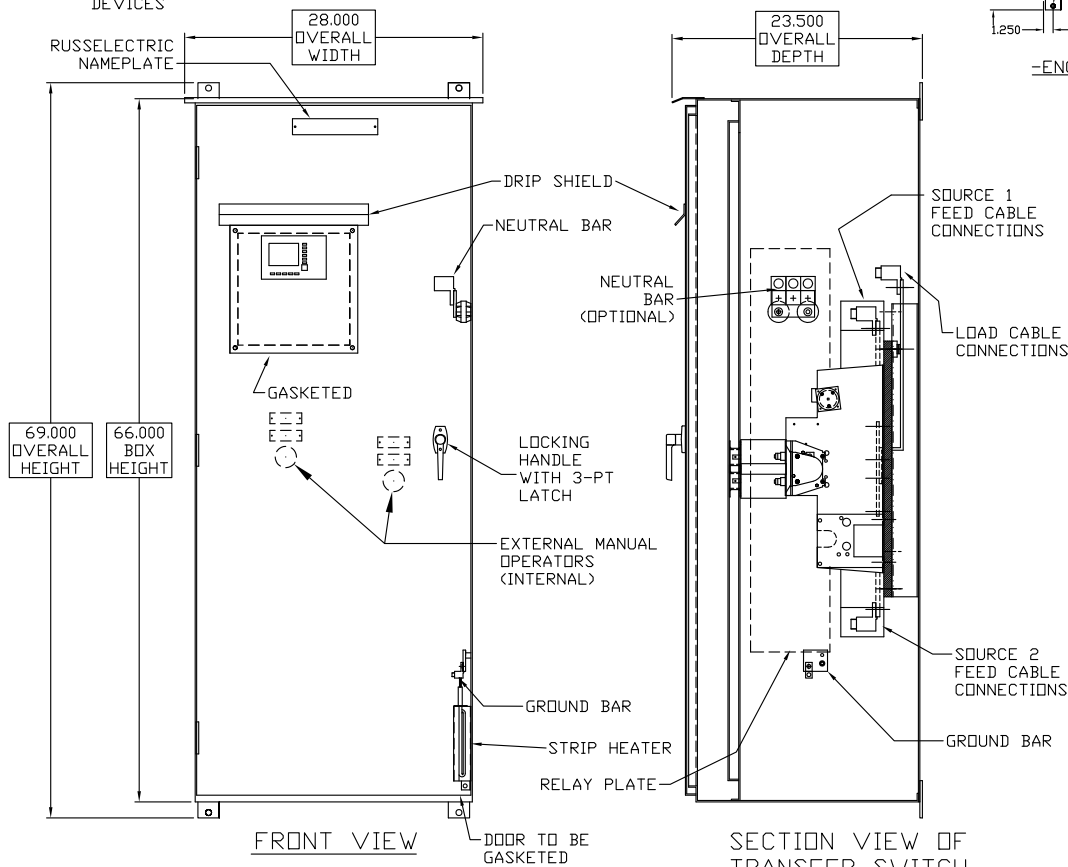
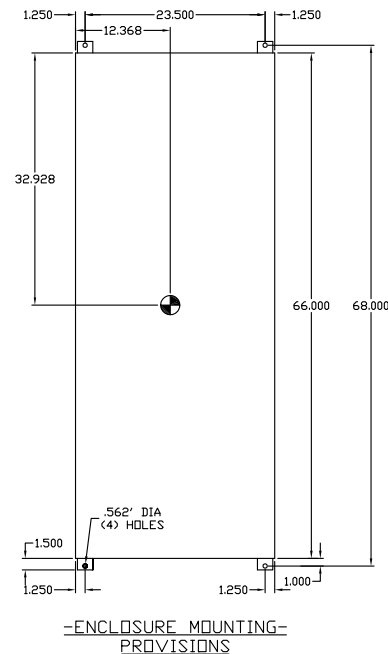
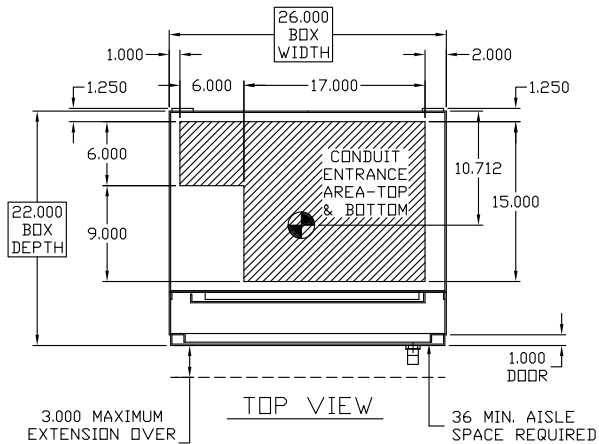
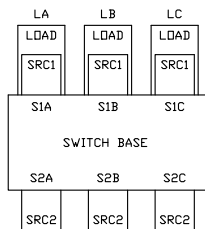
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480V AUTOMATIC TRANSFER SWITCH

LUG SCHEDULE

SWITCH SIZE	CABLE CONNECTION SIZE SOURCE 1, LOAD & SOURCE 2 PER PHASE & NEUTRAL	GROUND	ESTIMATED NET WEIGHT (lbs.)
225-400A	(1) #4-600MCM OR (2) #1/0-250MCM	(3) #14-1/0	625
600A	(2) #4-500MCM	(6) #6-250MCM	625
800A	(2) #4-600MCM OR (4) #1/0-250MCM	(6) #6-250MCM	625

POWER CONNECTION LABELS



GENERAL NOTES:

- ENCLOSURE FABRICATED FROM SHEET STEEL IN ACCORDANCE WITH UL STANDARD 508.
- ALL STEEL PARTS SHALL BE PREPARED FOR PAINTING BY A FIVE STEP CLEANING, PHOSPHATIZING AND SEALING PROCESS. THE PARTS SHALL THEN BE PAINTED ASA #61 GRAY, UTILIZING POLYESTER POWDER COATING APPLIED BY THE ELECTROSTATIC METHOD AND CURED IN A BAKING OVEN. THIS FINISH IS SUITABLE FOR OUTDOORS, AS WELL AS INDOOR APPLICATIONS.
- LUG SIZES SPECIFIED ARE MECHANICAL TYPE SUITABLE FOR CU/AL CABLE.
- ALL DIMENSIONS ARE IN INCHES (1 INCH = 2.54 CM)
- FOR SEISMIC APPLICATIONS, ALL BOLT DOWN HARDWARE MUST BE GRADE 5, 1/2" BOLTS TORQUED TO 60 FT LBS.

**Russelectric**  
SOUTH SHORE PARK, HINGHAM, MA 02043  
HTTP://WWW.RUSSELECTRIC.COM

NEMA 3R 225-800A 3P (RTS03) W/ EMO  
ATS WALLMOUNT ENCLOSURE

SWITCH SIZE	NO. OF POLES	QUANTITY	SPECIAL MARKINGS	DFTM.	MDM	10.25.10	DWG. 83S0039D35 B
225-800A	3	1		CHKD.	JTL	04/04/11	
CERTIFIED BY:				DATE:		APPD.	SHEET NO. 1 CONT'D ON SHEET NO. 1 REV



SIEMENS SUBMITTAL

# Warranty Information





## Warranty Information

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(A) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the 'Warranties'). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

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(D) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of the warranty periods listed below.

TPS Surge Products – ten (10) years

All other Siemens products - twelve (12) months from initial operation of the Product or eighteen (18) months from shipment.

Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(E) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Part (B) above, or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(F) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

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## Warranty Information

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SIEMENS SUBMITTAL

# Safety Switches

Contents

SE DISCONNECT

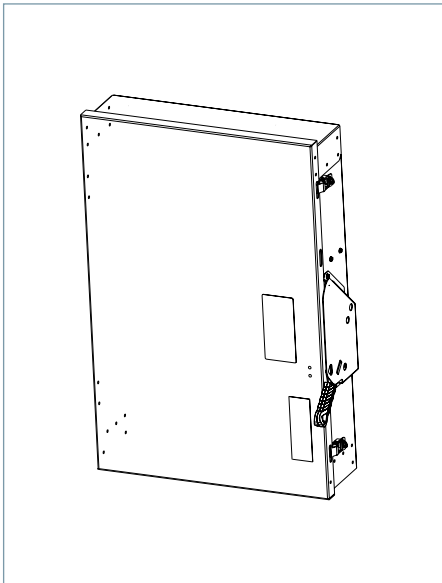
# SIEMENS

## Data Sheet

# Heavy Duty Safety Switch

## 600A 600V, Type 3R

[usa.siemens.com/switches](http://usa.siemens.com/switches)



### Standards and Ratings

- UL listed under file #E4776
- CSA listed under file #154852
- Meets NEMA Standard KS-1 for enclosed switches
- Meets NEC wire bending space requirements
- Rated 10,000 AIC as standard or 200,000 when protected by Class R, T or J fuses rated 400 amp maximum
- I2t rated (Amps 2 x Seconds = 6,000,000)
- 12X overload current rating exceeds 10X industry standard
- Suitable for use as service entrance equipment
- Includes internal shields which meet 2020 NEC 230.62 touch safe requirements for service entrance equipment

### Features

- Quick-make and break switching action
- Visible blade design
- Highly visible ON/OFF indication
- Modular design allows quick and easy replacement of parts
- Defeatable dual cover interlock
- Compact one piece light weight construction enables easier installation
- Can utilize either one large or two small wires
- Spring loaded heat sink fuse clip
- One piece line and load base for consistent phase-to-phase alignment
- Extra ground lug on neutral
- Tangential knock out
- Lay in Lugs for easy wiring
- Window permits viewing of visible blade

# Product Specifications

## Heavy Duty 600A 600V, Type 3R

### General Information

Catalog Number	Description	Shipping Weight
HF366NRA	Heavy Duty Fused 3 Pole 600V 600A Neutral Type 3R, Outdoor	99.6
HF366RA	Heavy Duty Fused 3 Pole 600V 600A Type 3R, Outdoor	98
HNF366RA	Heavy Duty Non-Fused 3 Pole 600V 600A Type 3R, Outdoor	77
HFC366NRA	CSA Heavy Duty Fused 3 Pole 600V 600A Neutral Type 3R, Outdoor	99.6

### Maximum Horsepower Ratings

Catalog Number	1 Phase, 240V AC	3 Phase, 240V AC	1 Phase, 480V AC	3 Phase, 480V AC	1 Phase, 600V AC	3 Phase, 600V AC	250V DC	600V DC
HF366NRA	—	200	—	400	—	500	50	50
<b>HF366RA</b>	<b>—</b>	<b>200</b>	<b>—</b>	<b>400</b>	<b>—</b>	<b>500</b>	<b>50</b>	<b>50</b>
HNF366RA	—	200	—	400	—	500	50	50
HFC366NRA	—	200	—	400	—	500	50	50

### Accessories & Hub Kits

Catalog Number	Description
HA161234	Aux. Switch (1NO - 1NC)
HA261234	Aux. Switch (2NO - 2NC)
HA361234	Low Voltage Aux. SW. (1NO - 1NC)
HN656A	Neutral
HN678A	200% Neutral
HG656A	Ground Lug
HG2656A	Isolated Ground
HR66A	R Fuse (600A)
TFAK65A	T Fuse (600A, 600V)
HJ66A	J Fuse (600A, 240/600V)
HCU66A	Copper Lug (600A, fused)
HNCU66A	Copper Lug (600A, nonfused)
HCM66A	Field Replacement Kit (600A, fused)
HNCM66A	Field Replacement Kit (600A, nonfused)
HVGK	Hub Gasket Kit
HV250	2.50" Type "HV" Outdoor Hub
HV300	3.00" Type "HV" Outdoor Hub
HV350	3.50" Type "HV" Outdoor Hub
HV400	4.00" Type "HV" Outdoor Hub
HCU656A	Copper Lug Kit <sup>①</sup>

### Replacement Parts

Catalog Number	Description
HL656A	Lug Cap Kit (AL) 400-600A
HFB66A	Line Base 600A
HBB66A	Load Based Fused 600A
HL66A	Wire Grip AL Fused 600A
HM656A	Mechanism 400A-600A
HH656A	Handle/Handle Guard 400A-600A
Catalog Number + "DOOR"	Door
HNB656A	Replacement Non-Fusible Line Base 400-600A

### Mechanical Lug Wire Ranges

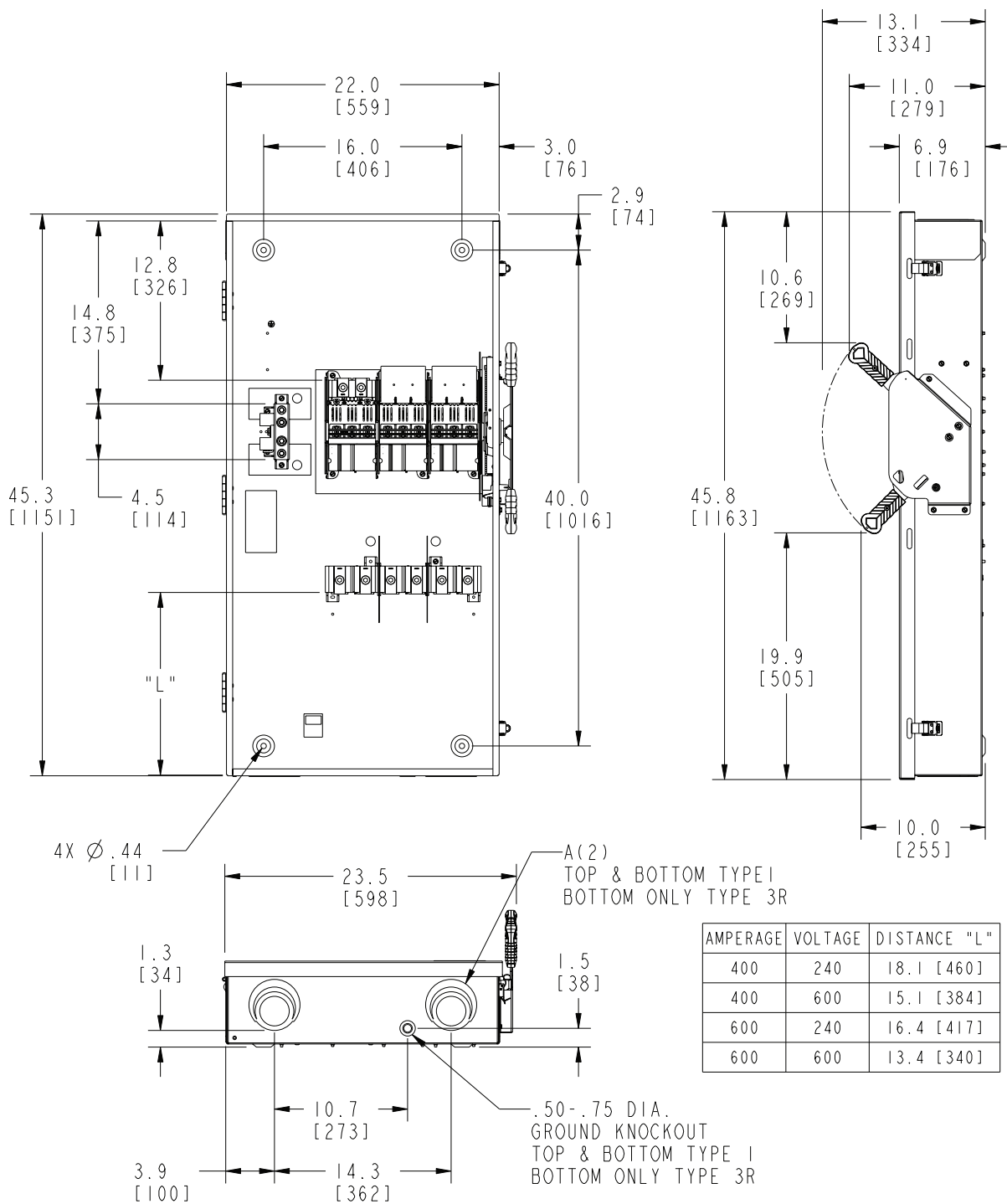
Description	Wire Range with Wire Bending Space per NEC <sup>®</sup> requirements <sup>②</sup>	Lug Wire Range <sup>②</sup>
Line and Load Terminals (Fusible)	(1) 1/0 AWG - 600 kcmil or (2) 1/0 AWG - 500 kcmil	(2) 1/0 AWG - 750 kcmil
Description	Wire Range	
100% Neutral	(2) 1/0 - 600 kcmil or (2) 6 - 300 kcmil	
200% Neutral	(4) 1/0 - 600 kcmil or (2) 6 - 300 kcmil	

<sup>①</sup> Purchase field replacement kit along with lugs. (See SpeedFax section 4)

<sup>②</sup> Line and load lugs are UL approved to grip two wires per lug. There are two lugs on each line and load end per pole on this device.

# Dimension Drawings

## Heavy Duty 600A 600V, Type 3R (Fusible)



Dimensions shown in inches and millimeters [ ].  
Dimensions shown accurate to ± 1/8 inch.

KNOCKOUT CODE	CONDUIT SIZE			
A (Tangential)	2.00	2.50	3.00	3.50

Enclosure:  
Cold Rolled Steel Type 1  
Galvanized Steel Type 3R  
.060 thick (16 gauge)  
Finish: ANSI Grey #61 Paint



SIEMENS SUBMITTAL

# Panelboards

Contents

MDP

## DATA SHEET

# P3 Panelboards

[usa.siemens.com/panelboards](http://usa.siemens.com/panelboards)



## Product Description

The current generation of panelboards from Siemens offers the high level of engineering and innovation you've come to expect from the leader in power distribution technology. The "P Series" line of panelboards offers a stepped approach to power distribution. (P1-P2-P3-P4-P5)

The current P3 panel is a smaller footprint distribution panel to fit a large number of applications that require more (or larger) branch devices than the smaller lighting panels typically offer. The new 3VA family of breakers is fully implemented from 125A frame up to 800A frame main and branch applications.

### P3 construction includes the following:

- **400A or 800A max.** bus ratings in CU or AL
- **Standard Circuit P3 Panels** from 9" to 45" of unit space with new neutral system that includes 2/0 max. neutral strips used in P1 panels and many additional 350kcmil provisions for adding up to 12 large frame branch breakers.
- \* **P3 Bussing options:** Temp rated CU or with Tin plating; 750 A/Si AL or 1000 A/Si CU with Tin plating; Silver Plated CU is available in both above configurations.
- \*\* **P3 Unit Space** starts with 9" (18 circuits of 1-pole breakers) and typically increases in 6" increments as needed. Breakers mounted in the unit space can be mixed and matched to meet customer requirements. [there are new 84 circuit (42" unit space) variations for specific applications available]

### Standards & Certifications:

- NEC: 2020 (where accepted), NEMA PB 1 and ANSI/NEMA PB1.1
- UL Listed: 67, 50 and 50E. (see "Panelboards" File #E2269, and #E4016) Also meets Federal Specification W-P-115c.
- NFPA 70 compliant (Enclosures are not fire rated).
- Seismically qualified and OSHPD rated (OSP #0078) - see also LVTM-LVSEI-xxxx Seismic Flier

## Features Overview

### The P3 Series lighting panel features include:

- 1) **Fas-Latch trim** (Type 1), is standard but, can be ordered with other popular front styles.
- 2) **Adjustable Interiors** with jacking screw system.
- 3) **Neutral Configurations** are very flexible and allow for up to 12 Large Frame Branch Breakers or can allow for all branches to be 1-pole with few restrictions. Split neutral design makes for installing AFCI/GFCI breakers much easier. 2/0 neutral connections are available on both sides of panel.
- 4) **Unit Space** is very Flexible with many Field installable kits that allow changes in the field as requirements change. BL/BQD kits, 3VA41/xGB kits, QR kits and 3VA52/61/62 kits allow changes in either 3" or 6" increments. Twin Mount 3VA52 only strap kits are also available.
- 5) **Main and Sub-feed Breakers** are field replaceable within the original breaker Frame size. Frame types cannot be changed in the field. Only 400A and 600A horizontal mount 3VA series is available for subfeed. [600A Horizontal Mount Main or Sub-Feed requires 30" wide enclosure]

### P3 construction features:

- **Either 400A or 800A max. panel bus**, both Temp Rated and A/Si (Amps per Square inch) Rated bus are available.
- **Up to 600 volts AC** with standard Bus bracing up to 200KAIC.

### Main space:

- **400A max. panel bus** allows for any MLO (250A or 400A) and Main Breaker Types 3VA52/61/62 250A max. or 3VA53/63 400A max. [available for Horizontal and Vertical mount]
- **800A max. bus** allow for any MLO (max. 600-800A) and Main Breaker Types 3VA54/64 (600A max.) or 3VA55/65 (800A max. Vertical Mount only) See SpeedFax for other Legacy breaker types if needed. [600A MB is available Horizontal and Vertical mount] [Both 600A Horizontal 3VA54/64 Main and 800A Vertical 3VA55 TMTU require 30" wide Enclosure]

### Unit space:

- Strap kits for 1" frame breakers can be mixed in unit space as needed. (Each kit uses 3" of unit space)
  - BL/BQD kits also accept GFCI/AFCI Breakers, BT Twin and BPSD surge protection devices.
  - 3VA41/xGB kits also accept BPSD surge protection devices
- Strap kits for larger frame breakers require 6" of unit space and are available as single mount or dual mount for some types.
  - QR kits are 225A max. and 240V max. (twin mount)
  - 3VA52/61/62 single mount kits are the most versatile and are 250A max with many optional accessories available. Twin mount 3VA52 only kits are also available.

### Subfeed space: (space outside of unit space)

- a) **Feed-Thru Lugs** either 400A max or 600-800A max are available.
- b) **Subfeed Breakers** can be factory installed only - one 400A max. 3VA53/63 or one 600A max. 3VA54/64 horizontal mount only (requires 12" of box height). (600A Horiz. Main or subfeed require 30" wide enclosure)

### Additional information:

For complete application and pricing information contact your local sales office.

For further information on the product, visit our website at [www.usa.siemens.com/panelboards](http://www.usa.siemens.com/panelboards).

For detailed configuration information consult the SpeedFax section 11 on the website.

## P3 Panelboard additional information

### Branch Unit Space mounted Strap Kits Available for Field installation: (See SpeedFax for other legacy kits available)

- BBKB32 - P2/P3 BL/BQD 100A max. Twin Mount Strap kit, uses 3" of unit space for 6 circuits total.
- BBKVA4P2P3 - P2/P3 3VA41/xGB 125A max. Twin Mount Strap Kit, uses 3" of unit space for 6 circuits total.
- BBKQR2 - P3 QR 225A max. Twin Mount Branch Strap Kit, uses 6" of unit space for two 2-p or 3-p breakers.
- BBKVA5262S - P2/P3 250A max. 3VA52/61/62 Single Mount Branch Strap Kit, 1ph or 3ph, uses 6" of unit space for one 2-p or 3-p breaker. (includes 1 #BBKVA5262P2HW kit)
- BBKVA52P3T - P3 only, 250A max. 3VA52 only - Twin Mount Branch Strap Kit, 1ph or 3ph, (includes two BBKVA52P3HW kits)

### Enclosures available:

- Std. Enclosure sizes: 24" wide x 7.75" Deep. Optional 30" wide Vented enclosures are required and available for specific applications.
- Std. heights: 56", 62", 68", 74" and 80". [62" and 74" may be special order only]
- Std. Types Available: Type 1, Type 3R, Type 3R/12, or Type 4X

### Type 1 Fronts — Surface or Flush available:

Order to match box height: Typical 24" wide w/ #14 Gauge Steel

- FasLatch Front (Surface or Flush) is Standard, options available: Hinge-to-Box and Door-in-Door fronts with either standard hinge or Piano Hinge options (including 304 Stainless). [30" wide vented type 1 enclosure require use of 24"W Surface style fronts to match interior height.]

### Weight = Approximate 5 lbs. per inch of box height for 24" wide. [30" wide est. 5.5 lbs/inch]

- Total panelboard weight when filled with a normal quantity of breakers and accessories is an estimate only.

### Series Connected Short Circuit Ratings

The term "Series Connected Short Circuit Rating" refers to the application of series connected circuit breakers in a combination that allows some breakers to have lower individual interrupting ratings than the available fault current.

This is permitted as long as the series combination has been tested and certified by UL. See Circuit Breaker Section of the SpeedFax.

- Series rating booklet # PBTA-00101B-1020 (web searchable)



4 P3 Panelboards

Catalog Numbering System: Factory Assembled )				P	3	C	8	0	M	L	8	0	0	A	T	S
Type of Panel:				P	3											
Voltage and System Code:	A, C, D, E															
(additional codes in SpeedFax)	F, J, I, T															
Enclosure Height	56, 62, 68, 74, 80															
(See Speedfax for MB Codes) Main:	ML = Main Lug, "xx" = Main Breaker															
Panel Amperage:	250-800A															
(see SpeedFax for other codes) Bus Code:	(material/plating) A, B, E, F, G or H															
Feed Location:	T = Top B = Bottom															
Mounting:	S = Surface F = Flush															

Typical Voltage Codes	
A	120/240 1: 3 W AC
C	208Y/120 3: 4 W Wye AC
D	240 3: 3 W Delta AC
E	480Y/277 3: 4W Wye AC
F	480 3: 3 W Delta AC
J	240 1: 2W No Neutral AC
I	347 3: 3W Delta AC
T	230 3: 3W Delta AC
Note:	See SpeedFax for additional Voltage codes available.

P3 Branch Circuit Breakers

Amp Rating	Trip Type	Breaker Family	Breaker Type	1-Pole					2-Pole and 3-Pole								Amp Ratings Avail.	S = Single Mount			
				Max IR (kA) at				Amp Ratings Avail.	Max IR (kA) at									S	T = Twin mount		
				120V	277V	347V	125V DC		120/240V	240V	480Y/277V	480V®	600Y/347V	600V®	125/250V DC	250V DC			Unit Space per Kit (in.)	Max 1-pole Circuits per Kit	
100	Thermal Magnetic	BL	BL, BT® BLH, BTH® HBL	10 22 65	— — —	— — —	— — —	15-70 15-70 15-50	10 22 65	10 22 65	— — —	— — —	— — —	— — —	— — —	15-100® 15-100® 15-100	— — —	T T T	3.00 3.00 3.00	6 6 6	
	Special Application	BLG BL	BLG® BL (HID)	10 10	— —	— —	— —	15-20 15-30	10 10	— —	— —	— —	— —	— —	— —	30 15-30	— —	T T	3.00 3.00	6 6	
	Thermal Magnetic	BQD	BQD® BQD6®	65 65	14 —	— —	14 14	15-100 15-70	— —	65 65	14 —	— —	— 10	— —	14 14	— —	15-100 15-70	— —	T T	3.00 3.00	6 6
125	Thermal Magnetic	3VA41	SEAB MEAB HEAB	65 85 150	25 35 65	14 18 25	14 25 30	15-125 15-125 15-125	65 85 150	65 85 150	25 35 65	25 35 65	14 18 25	— — —	50 85 100	50 85 100	15-125 15-125 15-125	— — —	T T T	3.00 3.00 3.00	6 6 6
	Electronic (Solid state)	3VA62 (ETU350 LSI std)	MDAE HDAE CDAE LDAE	— — — —	— — — —	— — — —	— — — —	— — — —	— — — —	100 100 200 200	— — 100 150	— — — —	— — — —	18 22 35 50	— — — —	16-150 16-150 16-150 16-150	S S S S	— — — —	6.00 6.00 6.00 6.00	3 3 3 3	
	Thermal Magnetic	QR	QR2 QRH2 HQR2 HQR2H	— — — —	— — — —	— — — —	— — — —	— — — —	— — — —	10 25 65 100	— — — —	— — — —	— — — —	— — — —	— — — —	100-225 100-225 100-225 100-225	— — — —	T T T T	6.00 6.00 6.00 6.00	6 6 6 6	
250®	Thermal Magnetic	3VA52® (TM230 trip)	MFAS HFAS CFAS	— — —	— — —	— — —	— — —	— — —	— — —	85 100 200	— — —	35 65 100	— — —	18 25 35	50 85 100	50 85 100	100-250 100-250 100-250	S S S	T T T	6.00 6.00 6.00	3 or 6 3 or 6 3 or 6
	Electronic (Solid state)	3VA62® (ETU350 LSI std)	MFAE HFAE CFAE LFAE	— — — —	— — — —	— — — —	— — — —	— — — —	— — — —	100 100 200 200	— — — —	35 65 100 150	— — — —	18 22 35 50	— — — —	100-250 100-250 100-250 100-250	S S S S	— — — —	6.00 6.00 6.00 6.00	3 3 3 3	

® BLG two-pole breaker is one phase and neutral. Three pole is two phases and neutral - See SpeedFax page 7-31  
 ® 3VA52 TMTU available in single or twin mount kit. 3VA61/62 with Electronic Trip (ETU) can be used only with the single mount kit.  
 ® BT and BTH are only available in 15A and 20A with two 1-pole circuits in one inch of unit space.  
 ® Approved for CSA and UL Listed.  
 ® Approved for CSA but not UL Listed.  
 ® 110A-125A BL/BLH (2-pole only) available as Main or Subfeed in Revised P1 panels only.  
 ® 3VA52/61/62 may be used as Branch in strap kit for single mount in 6" of unit space. Adding in the field one of these Strap kits may require adjusting the Deadfront Center strip. See DFK1 and other lengths (DFK07 thru DFK21) in SpeedFax as needed.  
 ® 480V values apply to 480Y/277V also.  
 ® 600V values apply to 600Y/347V also.



## Primary Main Breaker Selections available for P3 Panels (See SpeedFax for other breaker types)

P2 Main Circuit Breakers & Subfeed				2-Pole and 3-Pole					Amp Ratings Available	Branch Strap Kits <sup>③</sup> (not for use as Main Kit)
				Max IR (kA) at <sup>①</sup>						
Amp Rating	Breaker Family	Main Breaker Code	Breaker Type	240V	480Y /277V	480V <sup>②</sup>	600Y /347V	600V <sup>②</sup>		
250 <sup>④</sup> [150]	3VA52 <sup>⑤</sup> (W/TM230 trip)	VA	MFA5	85	—	35	—	18	100-250	BBKVA5262P2S for 1-ph or 3-ph 6" of unit space Single Mnt. kit with Hardware kit # BBKVA5262P2HW (BBKVA52P3T - is twin mount for 3VA52 only - uses hard- ware kit # BBKVA52P3HW)
		VB	HFAS	100	—	65	—	25	100-250	
		VC	CFAS	200	—	100	—	35	100-250	
	3VA62 [3VA61] (ETU350 LSI standard)	WA [W2]	MFAE [MDAE]	100	—	35	—	18	100-250 [40-150]	
		WB [W3]	HFAE [HDAE]	100	—	65	—	22	100-250 [40-150]	
		WC [W4]	CFAE [CDAE]	200	—	100	—	35	100-250 [40-150]	
	WD [W5]	LFAE [LDAE]	200	—	150	—	50	100-250 [40-150]		
400 <sup>④</sup>	3VA53 (W/TM230 trip)	VE	MJAS	85	—	35	—	18	200-400	Not available as Field Branch Kit - Subfeed is available Factory assembled only
		VF	HJAS	100	—	65	—	25	200-400	
		VG	CJAS	200	—	100	—	35	300-400	
	3VA63 (ETU350 LSI standard)	WE	MJAE	100	—	35	—	18	100-400	
		WF	HJAE	100	—	65	—	22	100-400	
		WG	CJAE	200	—	100	—	35	100-400	
	WH	LJAE	200	—	150	—	50	100-400		
600 <sup>④</sup>	3VA54 (TM230 std)	VJ	MLAS	85	—	35	—	18	450-600	Not available as Field Branch Kit - Subfeed is available Factory assembled only
		VK	HLAS	100	—	65	—	25	450-600	
		VL	CLAS	200	—	100	—	35	450-600	
	3VA64 <sup>⑥</sup> (ETU350 LSI standard)	WJ	MLAE	100	—	35	—	18	160-600	
		WK	HLAE	100	—	65	—	22	160-600	
		WL	CLAE	200	—	100	—	35	160-600	
	WM	LLAE	200	—	150	—	50	160-600		
800 <sup>④</sup>	3VA55 (TM230 std)	VN	MMAS	85	--	35	--	18	600-800	Main only Not available for Sub-feed
		VO	HMAS	100	--	65	--	25	600-800	
	3VA65 (ETU350 LSI std)	WN	MMAE	100	--	35	--	25	320-800	
		WO	HMAE	100	--	65	--	35	320-800	

① Ratings for 480V apply to 480Y/277V and ratings for 600V apply to 600Y/347V.

② BBKVA52P3T branch kit for 1-ph or 3-ph. This 6" of unit space Twin Mnt. kit with Hardware kit # BBKVA52P3HW is only used with 3VA52 breakers.

③ Kits for unit space can be mixed as needed for application and re-arranged in the field.

④ 3VA52/61/62 can be used as Main or Branch. 3VA61/62 Branch requires strap kit for single mount in 6" of unit space. Adding in the field one of these Strap kits may require adjusting the Deadfront Center strip. See DFK1 and other lengths (DFK07 thru DFK21) in SpeedFax as needed.

⑤ 3VA54/64 can be used as Main or Sub-feed. Subfeed is NOT available as a field kit - only available as Factory installed. Horizontal Mount 600A requires 30" wide enclosure.

⑥ 800A 3VA55 TMTU Main is Vertical Mount only, but requires 30" wide Vented enclosure. 800A 3VA65 Main can use 24" Wide standard P3 enclosure, but other options can push to the 30" wide.

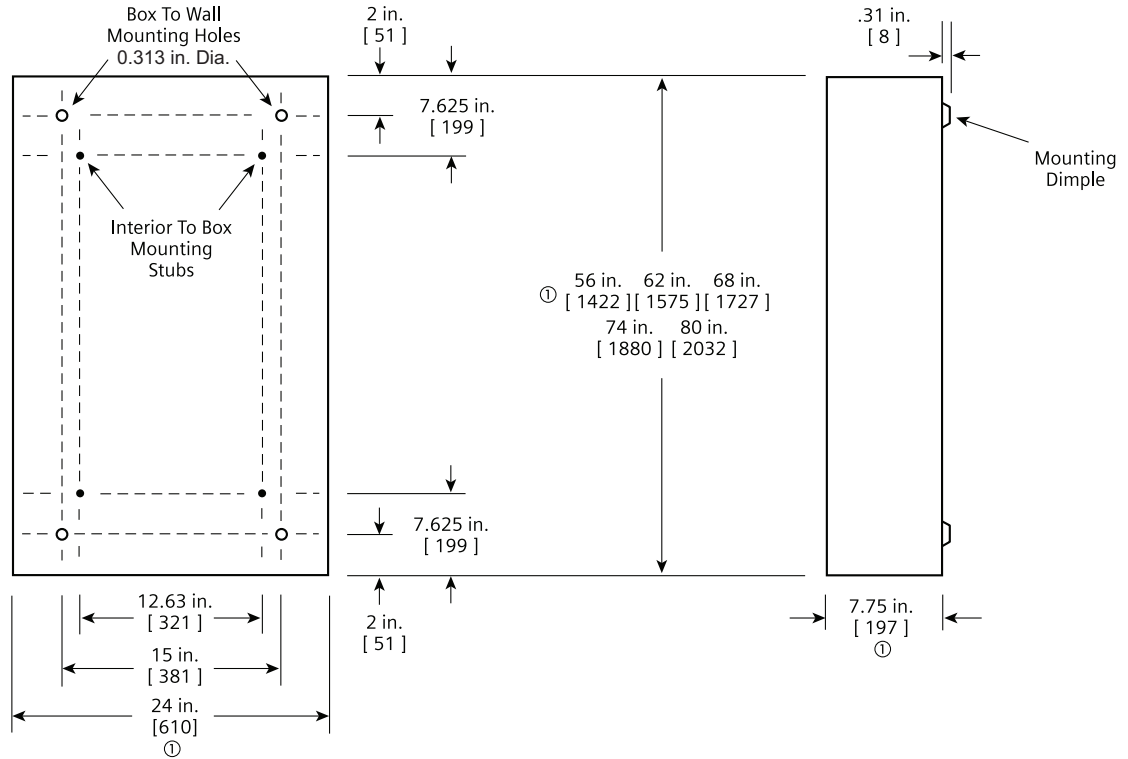
⑦ 480V values apply to 480Y/277V also.

⑧ 600V values apply to 600Y/347V also.

6 P3 Panelboards

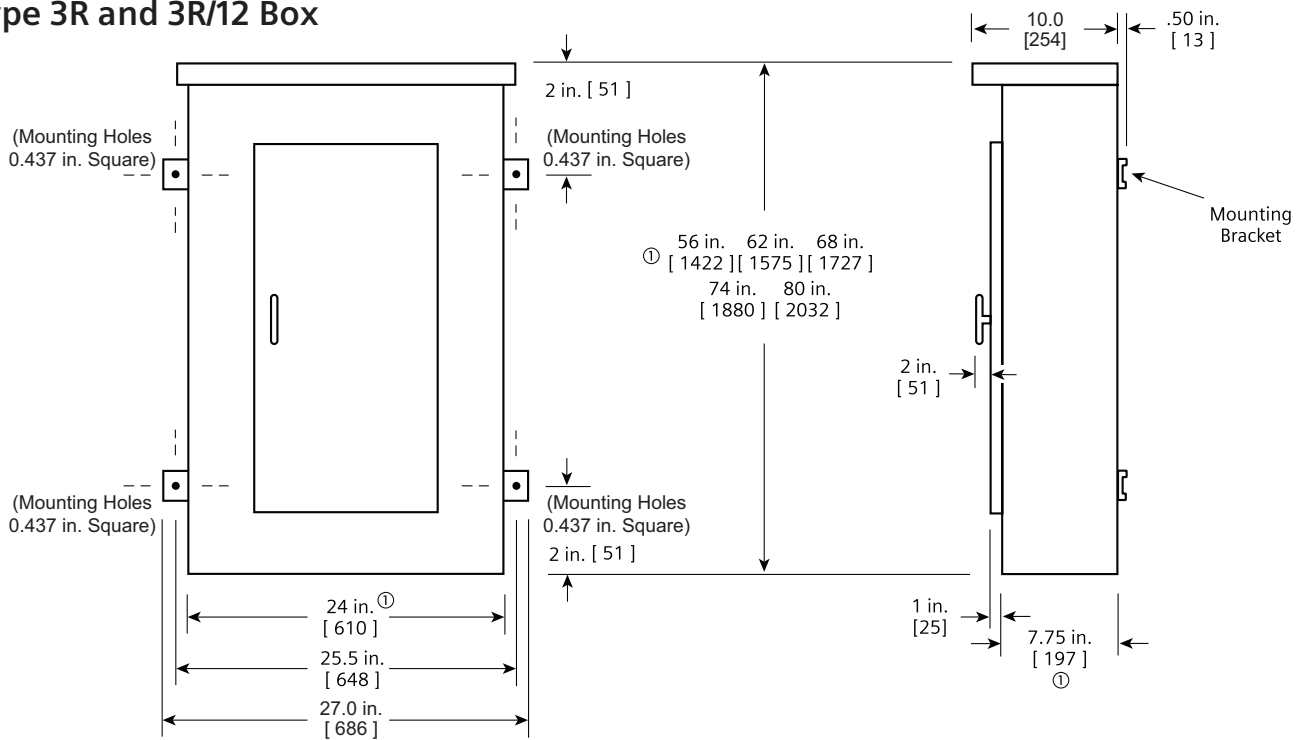
### Type 1 Box

Box is symmetrical



(UL approved construction. 16 gage steel or equivalent alternate construction. 14 or 12 gage is available as an optional special order.)  
G60 Galvanized is standard without paint.

### Type 3R and 3R/12 Box



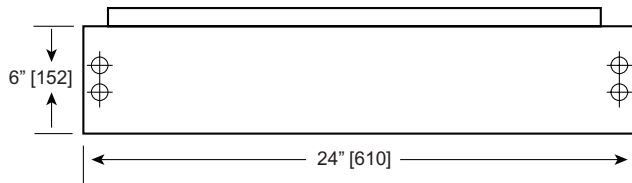
(UL approved construction. 16 gage steel can with 14 gage front or similar approved construction.)  
A60 Galvannealed with ANSI 61 light gray paint is standard.

① Dimensions are interior of the box. Add 5/8" to width for absolute dimension. Add 1/8" to height for absolute dimension.  
Dimensions shown in inches and millimeters [ ].

### P3 Standard Enclosures / Fronts

Box Height (in.)	24" Wide Enclosures - 7.75" Deep Catalog Numbers				
	Type 1 Box	FasLatch Front		Type 3R	Type 3R/12
		Surface	Flush		
56	24WD56	P3S56	P3F56	24NRD56	24WPD56
62*	24WD62	P3S62	P3F62	24NRD62	24WPD62
68	24WD68	P3S68	P3F68	24NRD68	24WPD68
74*	24WD74	P3S74	P3F74	24NRD74	24WPD74
80	24WD80	P3S80	P3F80	24NRD80	24WPD80

\*P3 enclosures 62" and 74" will be "Make to Order" with longer Lead-times than other standard sizes.



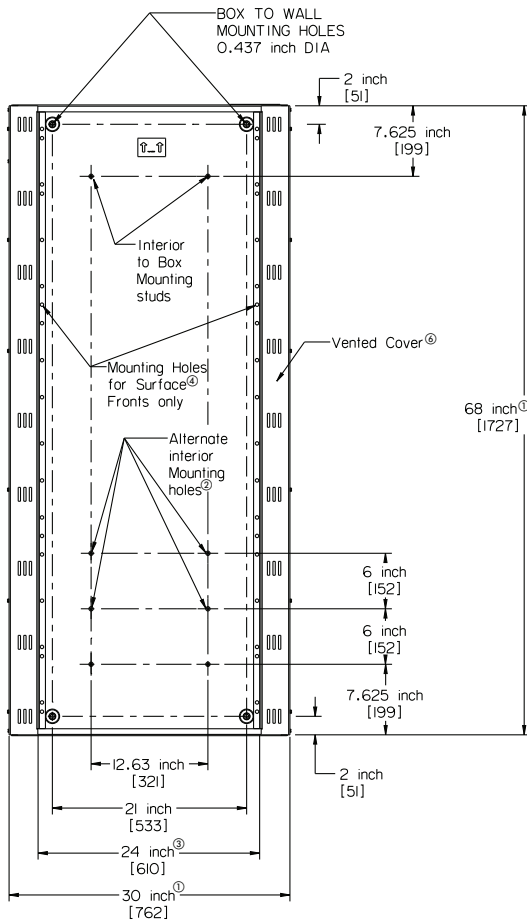
### P3 Vented Enclosures / Fronts

Box Height (in.)	30" Wide Vented Enclosures - 7.75" Deep (inside) Catalog Nos.		
	NEMA Type 1 Vented	Front <sup>ⓐ</sup>	Type 3R Vented <sup>ⓐ</sup> Exterior Depth 9.75"
		Use Surface only	
68	30WD68V** Surface Mount box	Use 24" wide Surface Mount Fronts to match interior size and add lower covers as needed.	tbd** <sup>ⓐ</sup> (FY22)
80	30WD80V*** Surface Mount box		tbd*** <sup>ⓐ</sup> (FY22)
68	30WD68VF** Flush Mount box		Flush Mount Type 1 with external Flushing ring available soon. (FY22)
80	30WD80VF*** Flush Mount box		

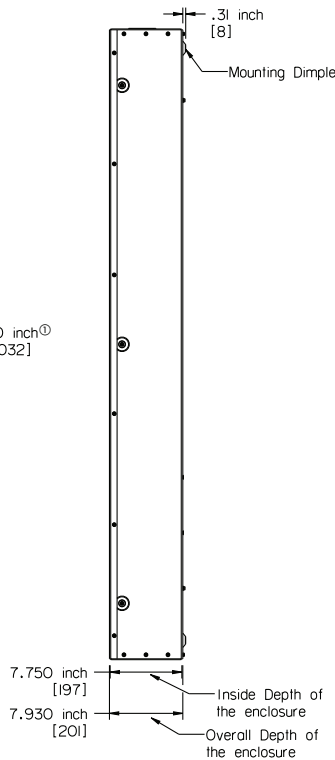
\*\* 68" high box mounts 56", 62" and 68" high interiors  
 \*\*\* 80" high box mounts 68", 74" and 80" high interiors

- ⓐ Lower Cover Kit # BXXCVR06S24W can be used with 24" Fronts to cover 6" of open space below the Type 1 front.
- ⓑ 30" wide Type 1 Enclosure can mount any standard 24" Surface mount Front; FasLatch, Hinge-to-Box, Door-in-Door and all piano Hinge variations including 304 Stainless Steel.
- ⓒ Lower Deadfront Cover Kit # BXXDFK06R24W can be used with 30" NEMA 3R to cover 6" of open space below the deadfront.
- ⓓ Standard NEMA 3R are Painted Ansi 61 Grey.  
 - For Stainless versions add "???" to Enclosure number. (tbd)

### P3 Type 1 Ventilated Enclosure 30" Wide



#### Lower 6-inch-high Cover size for reference



- ⓐ Dimensions are interior of the box. Add 3/8" to width for outside dimension. Add 3/16" to height for outside dimension. Dimensions shown in inches and millimeters [ ].
- ⓑ Alternate interior mounting holes to mount interiors smaller than box size:  
 — Alternate mounting hardware included with lower cover kit # BXXDFK06R24W 68" High box : a) 6" smaller = 62" interior or b) 12" smaller = 56" interior  
 80" High box : a) 6" smaller = 74" interior or b) 12" smaller = 68" interior
- ⓒ Use 24" wide P3 Surface mount front that matches height of interior mounted
- ⓓ Most standard 24" wide Surface Mount P3 fronts will fit, including FasLatch, Hinge-to-Box, Door-in-Door and all Piano Hinge variations
- ⓔ For Flush Mount Requirements: order Flush Enclosure that comes with externally mounted Flushing Ring.  
 — Use Surface mount fronts for these enclosures also. (to be available late FY22)
- ⓕ Vented Cover included with Enclosure - Painted ANSI 61 Grey to match standard front.

**Legal Manufacturer**

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Order No. PBSS-20303-1021  
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This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.

SECTION :1 OF 1  
 PANEL TYPE :P3  
 CATALOG NUMBER :P3E68VK600FBS  
 ENCLOSURE :3R Outdoor  
 SYSTEM VOLTAGE :480Y/277 3Ø 4W Wye AC  
 IR RATING :65 K AIC  
 MAIN BUS :600 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Bottom  
 MOUNTING :Surface  
 SE LABEL :Yes  
 SERIES RATED :No  
 CONDUIT AREA :N/A

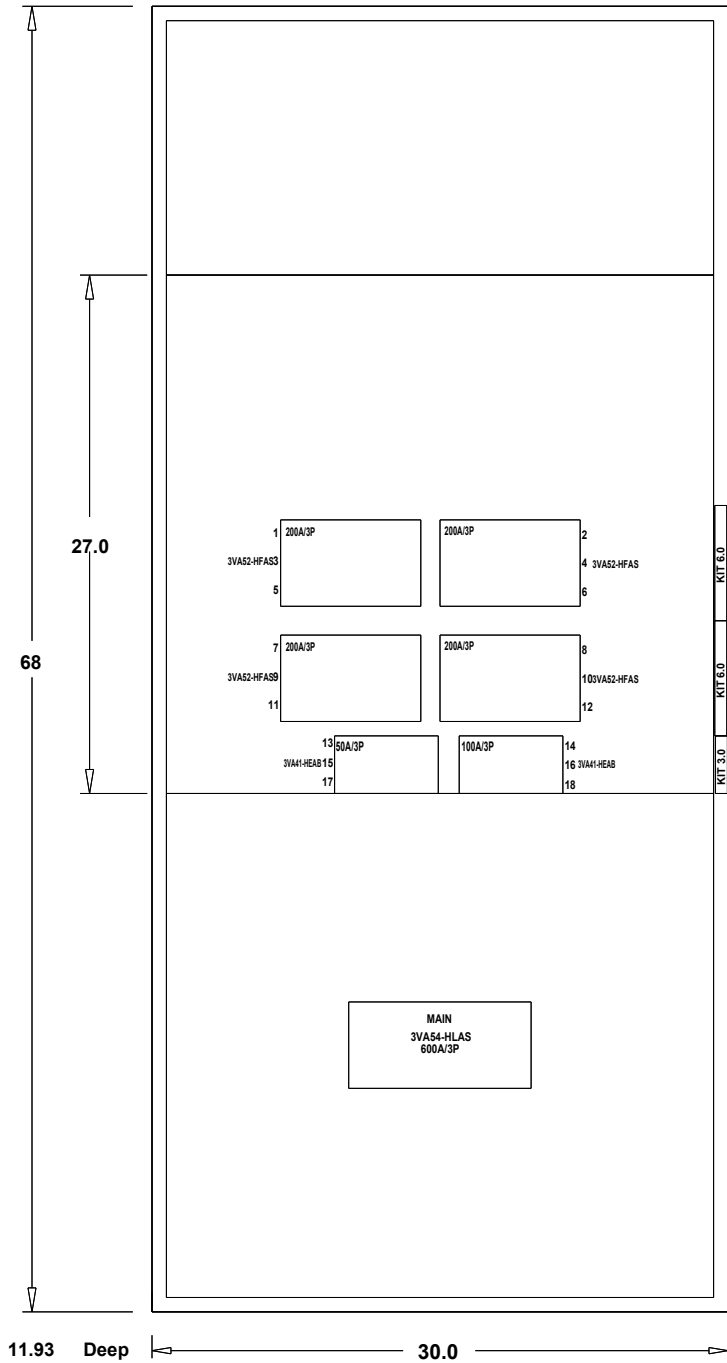
\*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW  
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

**PANELBOARD COMPONENTS**

**Main :**  
 1 - 600A /3P-3VA54-HLAS MAIN BREAKER  
 1-3VA Mechanical (2)2/0-500Kcmil Cu/Al Lug  
 1-(2)2/0-500Kcmil Cu/Al  
 1-Lug Catalog #: 3VA94730JJ23  
 1-Serv Entr Barr - 3VA54/64

**Branches :**  
 1 - 50A /3P-3VA41-HEAB  
 1-3VA Mechanical (1)#14-3/0 AL / CU Lug  
 1 - 100A /3P-3VA41-HEAB  
 1-3VA Mechanical (1)#14-3/0 AL / CU Lug  
 4 - 200A /3P-3VA52-HFAS  
 1-Mechanical (1)#6 AWG- 350 KCMIL AL / CU Lug  
 1-Lug Catalog #: 3VA92330JB12

**Options :**  
 1-Master NP Secured -Adhesive  
 1-No Front  
 1-Al/Cu Branch Connector  
 1-Certification - UL  
 1-Std Al/Cu Gnd Connector



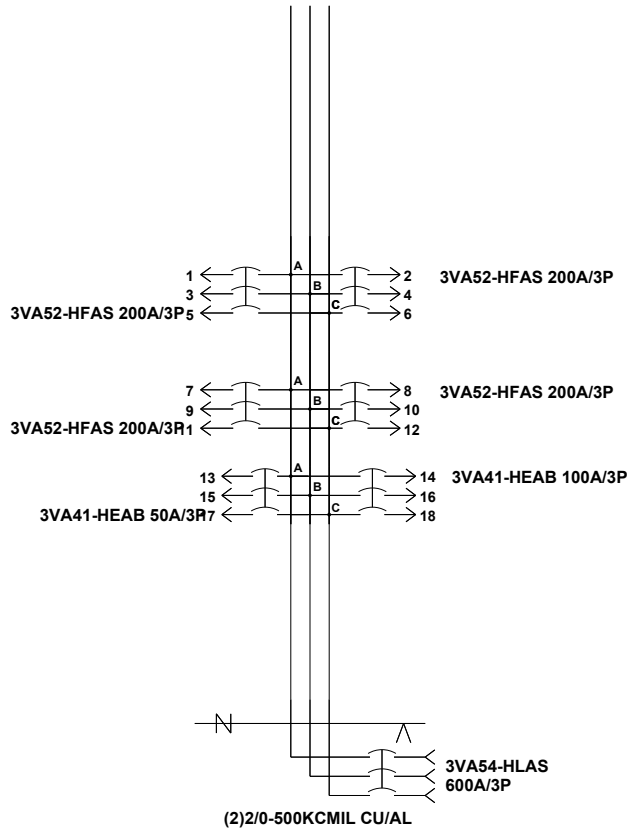
				JOB <b>Upriver Electrical Upgrade</b>			
				P.O. -		CUST. <b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b>	
				CONTR -		CONSLT -	
				TIE -		BY <b>chaddx20c</b>	
				S.O. <b>1001597131</b>		DATE <b>5-24-2024</b>	
				DWG. NO. <b>1001597131-20000-1</b>		DESIGNATION <b>MDP</b>	
				Siemens Industry, Inc.			
				APP. -		MFG. LOC. -	
				APP. -		DWG. FILE -	
				Norcross, Georgia		SHEET <b>1</b> OF <b>3</b>	
				NO.		REV. <b>1</b>	
1		0		chaddx20c052424		5-24-2024	
REVISIONS		DRAWN BY		DATE			

**PANELBOARD NOTES**  
480V PANELBOARD

SECTION :1 OF 1  
 PANEL TYPE :P3  
 CATALOG NUMBER :P3E68VK600FBS  
 ENCLOSURE :3R Outdoor  
 SYSTEM VOLTAGE :480Y/277 3Ø 4W Wye AC  
 IR RATING :65 K AIC  
 MAIN BUS :600 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Bottom  
 MOUNTING :Surface  
 SE LABEL :Yes  
 SERIES RATED :No  
 CONDUIT AREA :N/A

\*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW  
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

**ABBREVIATIONS**



JOB <b>Upriver Electrical Upgrade</b>			
P.O. -		CUST. <b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b>	
CONTR -		CONSLT -	
TIE -		BY <b>chaddx20c</b>	DESIGNATION <b>MDP</b>
S.O. <b>1001597131</b>		ENG. LOC. -	DATE <b>5-24-2024</b>
<b>Siemens Industry, Inc.</b>		DWG. NO. <b>1001597131-20000-2</b>	
		APP. -	MFG. LOC. -
Norcross, Georgia		APP. -	DWG. FILE -
SHEET <b>2</b> OF <b>3</b>			REV. <b>1</b>

# CIRCUIT SCHEDULE

480V PANELBOARD

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	89	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
7/9/11	86	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
13/15/17	83	50	3	3VA41-HEAB	65,000	N/A	-	(1)#14-3/0 CU/AL	-
2/4/6	90	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
8/10/12	87	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
14/16/18	84	100	3	3VA41-HEAB	65,000	N/A	-	(1)#14-3/0 CU/AL	-

<b>JOB</b>			
<b>Upriver Electrical Upgrade</b>			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSLT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	-
		DATE	5-24-2024
		DESIGNATION	MDP
Siemens Industry, Inc.		DWG. NO.	1001597131-20000-3
Norcross, Georgia	APP.	MFG. LOC.	
	APP.	DWG. FILE	SHEET 3 OF 3
			REV. 1





SIEMENS SUBMITTAL

# Panelboards

## Contents

LP2

LP1  
LP3

# P1 Panelboards

[usa.siemens.com/panelboards](http://usa.siemens.com/panelboards)



## Product Description

The current generation of panelboards from Siemens offers the high level of engineering and innovation you've come to expect from the leader in power distribution technology. The "P Series" line of panelboards offers a stepped approach to power distribution. (P1-P2-P3-P4-P5)

The line is anchored by the innovative P1, featuring the industry's most flexible designs. The P1 series virtually eliminates common errors, such as feed direction, and main lug versus main breaker. Increasing distribution is simplified by the ability to add feed-thru lugs or Subfeed Breakers in the field.

### P1 construction includes the following:

- **250A max. bus** in CU or AL tin plated w/18-66 1-pole circuits
- **400A max. bus** in CU or AL tin plated w/30-66 1-pole circuits
- \* Interiors with BL/BQD branch unit space are available in both Feed-thru and Non-Feed-thru variations. (FT panel # ends with "T", NFT panel # ends with "N")
- \*\*Interiors with xGB/3VA41 branch unit space are only available in Feed-thru variations and 3-phase only.
- \*\*\* Non-Feed-thru interiors do not include the Sub-Feed Space, but allows for 6" of additional unit space in the same size enclosure.

### Standards & Certifications:

- NEC: 2020 (where accepted), NEMA PB 1 and ANSI/NEMA PB1.1
- UL Listed: 67, 50 and 50E. (see "Panelboards" File #E2269, and #E4016) Also meets Federal Specification W-P-115c.
- NFPA 70 compliant (Enclosures are not fire rated).
- Seismically qualified and OSHPD rated (OSP #0078)- see also LVTM-LVSEI-xxxx Seismic Flier

## Features Overview

### The P1 Series lighting panel features include:

- 1) Fas-Latch trim (Type 1), is standard but, P1 can be ordered with other popular front styles.
- 2) Adjustable Interiors with jacking screw system.
- 3) The split neutral with connections on both sides of the panel.
- 4) Interior is invertible in the field and convertible from Main Breaker to Main Lug (also ML to MB) with field installable kits.
- 5) Feed-Thru panels can add Feed-thru Lugs, subfeed breakers or bus mounted Surge Protection with no box size change.

### P1 construction features:

- Either 250A or 400A max. main bus, only Temp Rated Tin plated aluminum bus or tin plated copper bus are available.
- Up to 600 volts AC with standard Bus bracing up to 200KAIC

### Main space:

- 250A max. bus allows for any MLO or MB kit up to 250A max. to be installed or changed in the field as needed.
- 400A max. bus allow for any 400A MLO or MB kit to be installed or changed in the field as needed.

### Unit space:

- BL/BQD Unit Space Panels only accept BL, BT or BQD frame breakers up to 100A max. (includes AFCI/GFCI series and BSPD surge)
- xGB/3VA41 Unit Space Panels only accept xGB or 3VA41 frame breakers up to 125A max. (Limited to 100A in the 250A 18 Circuit Panel only) (BSPD bolt on SPD also available)

### Subfeed space: (available only with Feed-thru interiors)

- a) Feed-Thru Lugs either 250A max or 400A max are available
- b) Subfeed Breakers can be added using any of the 250A max. Main Strap kits for both 250A or 400A Panels.
- c) Surge Protection Devices: Bus Mounted SPD can be added as Factory Assembled or in the field. (TPS3 02/L2 or TPS4 01/L1 series)

### Additional information:

For complete application and pricing information contact your local sales office.

For further information on the product, visit our website at [www.usa.siemens.com/panelboards](http://www.usa.siemens.com/panelboards).

For detailed configuration information consult the SpeedFax section 11 on the website.

## P1 Panelboard additional information

### Enclosures available:

- Std. Enclosure sizes: 20" wide x 5.75" Deep
- Std. heights: 26", 32", 38", 44", 50", 56", 62", 68" and 74". Also available B74FLR universal fit Type 1 Enclosure fits all P1/P2 interiors 26" thru 74".
- Std. Types Available: Type 1, Type 3R, Type 3R/12, or Type 4X

### Type 1 Fronts — Surface or Flush available:

Order to match box height: Typical 20" wide w/ #14 Gauge Steel

- FasLatch Front (Surface or Flush) is Standard, options available: Screw-to-Box, Hinge-to-Box and Door-in-Door fronts with either standard hinge or Piano Hinge options (including 304 Stainless).

### Weight = Approximate 3 lbs. per inch of box height

- Total panelboard weight when filled with a normal quantity of breakers and accessories is an estimate only.

### Series Connected Short Circuit Ratings

The term "Series Connected Short Circuit Rating" refers to the application of series connected circuit breakers in a combination that allows some breakers to have lower individual interrupting ratings than the available fault current.

This is permitted as long as the series combination has been tested and certified by UL. See Circuit Breaker Section of the SpeedFax.

- Series rating booklet # PBTA-00101B-1020 (web searchable)

Catalog Numbering System: Factory Assembled →				P	1	C	4	2	M	L	2	5	0	A	T	S	N	
Type of Panel:				P	1													
Voltage and System Code:				A, C/X, D, E/8														
"X" and "8" are for P1 UPB only interiors				F, J, I, T														
(UPB max . circuits = 54) Circuits:				18, 30, 42, 54, 66														
(See Speedfax for MB Codes) Main:				ML = Main Lug,														
MC (Main Convertible for UPB only)				"xx" = Main Breaker														
(UPB : only 250A or 400A max.) Amperage:				100-400A														
(only Tin Plated CU or AL Bus) Bus Code:				(material/plating) A or C only														
Feed Location:				T = Top B = Bottom														
Mounting:				S = Surface F = Flush														
Subfeed Space Indicator (RP1 only)				Factory assembled: T or N = No Subfeed Space														
UPB Catalog number - only 12 characters →				P	1	X	4	2	M	C	2	5	0	A	T			N/A
Subfeed Space Indicator (for RP1 only)				UPB: always = T = Subfeed Space Included													T	

Voltage codes	
A	120/240 1Ø 3 W AC
C or X	208Y/120 3Ø 4 W Wye AC - X is for P1 UPB only
D	240 3Ø 3 W Delta AC
8	480Y/277 3Ø 4 W Wye - P1 w/GB/3VA41 Branch Only
E	480Y/277 3Ø 4W Wye AC
F	480 3Ø 3 W Delta AC
J	240 1Ø 2W No Neutral AC
I	347 3Ø 3W Delta AC
T	230 3Ø 3W Delta AC
Note:	UPB Interiors available only in codes: A, E, X and 8

Branch Circuit Breakers (also see Bolt on SPD series BSPD in this flier # RPFL-BSPD1-0120)

Revised P1 Branch Circuit Breakers <sup>①</sup>				1-Pole					2-Pole and 3-Pole								
				Max IR (kA) at					Amp Ratings Available	Max IR (kA) at							
Amp Rating	Trip Type	Breaker Family	Breaker Type	120V	277V	347V	125V DC <sup>③</sup>	120/240V		240V	480Y/277V	480V	600Y/347V	600V	125/250V DC <sup>③</sup>	250V DC <sup>③</sup>	
100	Thermal Magnetic	BL	BL, BT <sup>②</sup>	10	—	—	—	15-70 <sup>②</sup>	10	10	—	—	—	—	—	15-100 <sup>④</sup>	
			BLH, BTH <sup>②</sup>	22	—	—	—	15-70 <sup>②</sup>	22	22	—	—	—	—	—	15-100 <sup>④</sup>	
			HBL	65	—	—	—	15-50	65	65	—	—	—	—	—	15-100	
	Special <sup>②</sup> Application	BLG BL	BLG <sup>②</sup>	10	—	—	—	15-20	10	-	—	—	—	—	—	30	
			BL(HID) <sup>②</sup>	10	—	—	—	15-30	10	-	—	—	—	—	—	15-30	
	Thermal Magnetic	BQD BQD (CSA)	BQD <sup>⑤</sup>	65	14	—	13	15-100	—	65	14	—	—	—	13	—	15-100
BQD6 <sup>⑥</sup>			65	—	—	13	15-70	—	65	—	10	—	13	—	15-70		
XX	Electronic and misc.	BL	AFCI/GFCI & Dual Function	X	—	—	—	see special table page SF 11-17	x	—	—	—	—	—	—	see special table page SF 11-17	
125	Thermal Magnetic	GB <sup>⑦</sup>	NGB	100	25	14	13	15-125	—	100	25	—	14	—	13	—	15-125
			HGB	100	35	14	13	15-125	—	100	35	—	14	—	13	—	15-125
			LGB	100	65	14	13	15-125	—	100	65	—	14	—	13	—	15-125
		3VA41 <sup>⑧</sup>	SEAB	65	25	14	13	15-125	65	65	25	25	14	—	53	53	15-125
			MEAB	85	35	18	23	15-125	85	85	35	35	18	—	83	83	15-125
			HEAB	150	65	25	33	15-125	150	150	65	65	25	—	103	103	15-125

① Unit space is 1 inch per pole, except for Special Application with accessory included.  
 - No branch kits available, unit space for all branch positions is twin mount.  
 - Branch space is either for BL/BQD only (or) for xGB/3VA41 only.  
 ② BLG: Two-pole breaker is one phase and neutral. Three pole is two phases and neutral  
 - See SpeedFax Page 7-31 for additional info. Some are Built to order. Allow 2-3 weeks delivery.  
 ③ DC Voltage Systems are not approved for use in P1 panels. Refer to P2/P3 panels if DC Voltage Systems are needed.

④ 110A-125A BL/BLH (2-pole only) available as Main or Subfeed only in Revised P1 panels.  
 ⑤ Approved for CSA and UL Listed.  
 ⑥ Approved for CSA but not UL Listed.  
 ⑦ BT and BTH are only available in 15A and 20A with two 1-pole circuits in one inch of unit space.  
 ⑧ The Revised P1 (18 circuit 250A only) is limited to 100A per connection (200A per pair) when installing xGB Branch Breakers across from one another. 3VA41 does not have this restriction. All other configurations allow 125A per connection max. (250A per pair max.)

Primary Main Breaker Selections available for P1 Panels

Note: all 250A frame and smaller are suitable for Subfeed single mount

P1 Main Circuit Breakers & Subfeed				2-Pole and 3-Pole					Amp Ratings Available	Main Strap Kits <sup>®</sup> (Subfeed up to 250A max.)
				Max IR (kA) at <sup>①</sup>						
Amp Rating	Breaker Family	Main Breaker Code	Breaker Type	240V	480Y /277V	480V <sup>②</sup>	600Y /347V	600V <sup>③</sup>		
100	BL	BL	BL	10	—	—	—	—	15-100	MBKVA41A for 1-phase MBKVA41B for 3-phase
		BH	BLH	22	—	—	—	—	15-100	
		HB	HBL	65	—	—	—	—	15-100	
	BQD	BQ	BQD <sup>②</sup>	65	14	—	10	—	15-100	
125	Sentron GB	NB	NGB	100	25	—	14	—	15-125	
		G2	HGB	100	35	—	14	—	15-125	
		G3	LGB	100	65	—	14	—	15-125	
	3VA41	V1	SEAB	65	—	25	14	—	15-125	
		V2	MEAB	85	—	35	18	—	15-125	
		V3	HEAB	100	—	65	25	—	15-125	
225	Sentron QR	QR	QR2	10	—	—	—	—	100-225	MBKQR1A for 1-ph
		Q4	QRH2	25	—	—	—	—	100-225	
		Q5	HQR2	65	—	—	—	—	100-225	MBKQR3A for 3-ph
		Q6	HQR2H	100	—	—	—	—	100-225	
250 [150]	3VA52 (W/ITM230 trip)	VA	MFAS	85	—	35	—	18	100-250	MBKVA5262A for 1-phase MBKVA5262B for 3-phase
		VB	HFAS	100	—	65	—	25	100-250	
		VC	CFAS	200	—	100	—	35	100-250	
	3VA62 [3VA61] (ETU350 LSI standard)	WA [W2]	MFAE [MDAE]	100	—	35	—	18	100-250 [40-150]	
		WB [W3]	HFAE [HDAE]	100	—	65	—	22	100-250 [40-150]	
		WC [W4]	CFAE [CDAE]	200	—	100	—	35	100-250 [40-150]	
		WD [W5]	LFAE [LDAE]	200	—	150	—	50	100-250 [40-150]	
	400	3VA53 (W/ITM230 trip)	VE	MJAS	85	—	35	—	18	
VF			HJAS	100	—	65	—	25	200-400	
VG			CJAS	200	—	100	—	35	300-400	
3VA63 (ETU350 LSI standard)		WE	MJAE	100	—	35	—	18	100-400	
		WF	HJAE	100	—	65	—	22	100-400	
		WG	CJAE	200	—	100	—	35	100-400	
		WH	LJAE	200	—	150	—	50	100-400	

<sup>①</sup> DC System Voltages are not available for RP1 series.  
<sup>②</sup> Approved for CSA and UL Listed.  
<sup>③</sup> For Revised P1 Panels only. Not applicable for "original" P1 panels.  
<sup>④</sup> 480V values apply to 480Y/277V also.  
<sup>⑤</sup> 600V values apply to 600Y/347V also.

Standard Enclosures

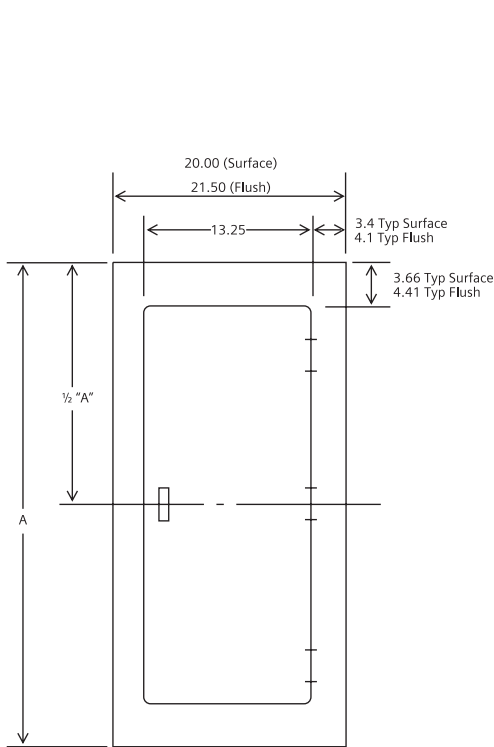
Box Height (in.)	Catalog Number				
	Type 1 Standard Trim			Type 3R <sup>®</sup>	Type 3R/12 <sup>®</sup>
	Box <sup>①</sup>	Surface <sup>②</sup>	Flush <sup>②</sup>		
26	B26	S26B	F26B	NR26	WP26
32	B32	S32B	F32B	NR32	WP32
38	B38	S38B	F38B	NR38	WP38
44	B44	S44B	F44B	NR44	WP44
50	B50	S50B	F50B	NR50	WP50
56	B56	S56B	F56B	NR56	WP56
62	B62	S62B	F62B	NR62	WP62
68	B68	S68B	F68B	NR68	WP68
74	B74	S74B	F74B	NR74	WP74

① 14 Gauge Steel only.  
 ② 16 Gauge Can w/ 14 Gauge Front.

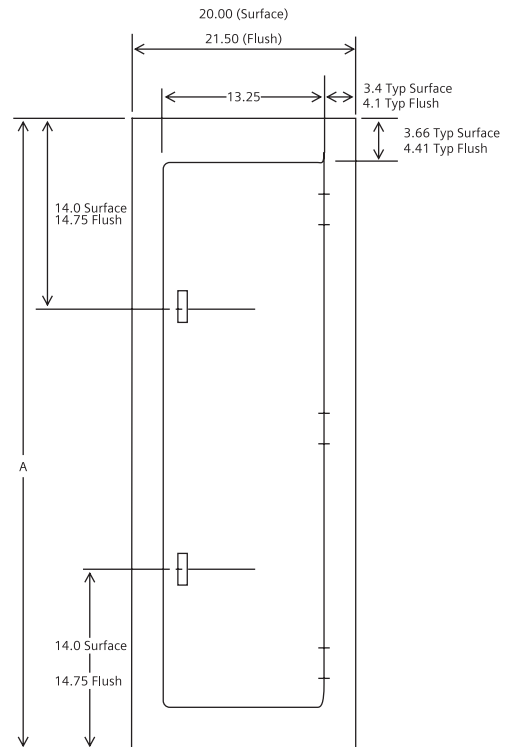
Lug Kits — Main or Feed Thru

Amp Rating	Mat.	Wire Range (includes Neutral)	Service	Revised P1 Catalog No. <sup>①</sup>
250	AL	(1) #6 AWG-350 kcmil (CU or AL)	1 Phase	MLKA1A
			3 Phase	MLKA3A
	CU	(1) #6 AWG-350 kcmil (CU) cable only	1 Phase	MLKC1A
			3 Phase	MLKC3A
400	AL	(2) 1/0 - 250 kcmil or (1) #2 AWG-600 kcmil	1 Phase	4MLKA1A
			3 Phase	4MLKA3A
	CU	(1) 1/0 - 600 kcmil CU cable only	1 Phase	4MLKC1A
			3 Phase	4MLKC3A
400	AL	(1) AL 1/0-750 kcmil (2) AL/CU 250kcmil max. [max.(1) 600 kcmil CU wire]	1 Phase	4MLKA1B
			3 Phase	4MLKA3B

① Revised P1 kits cannot be used with original P1.



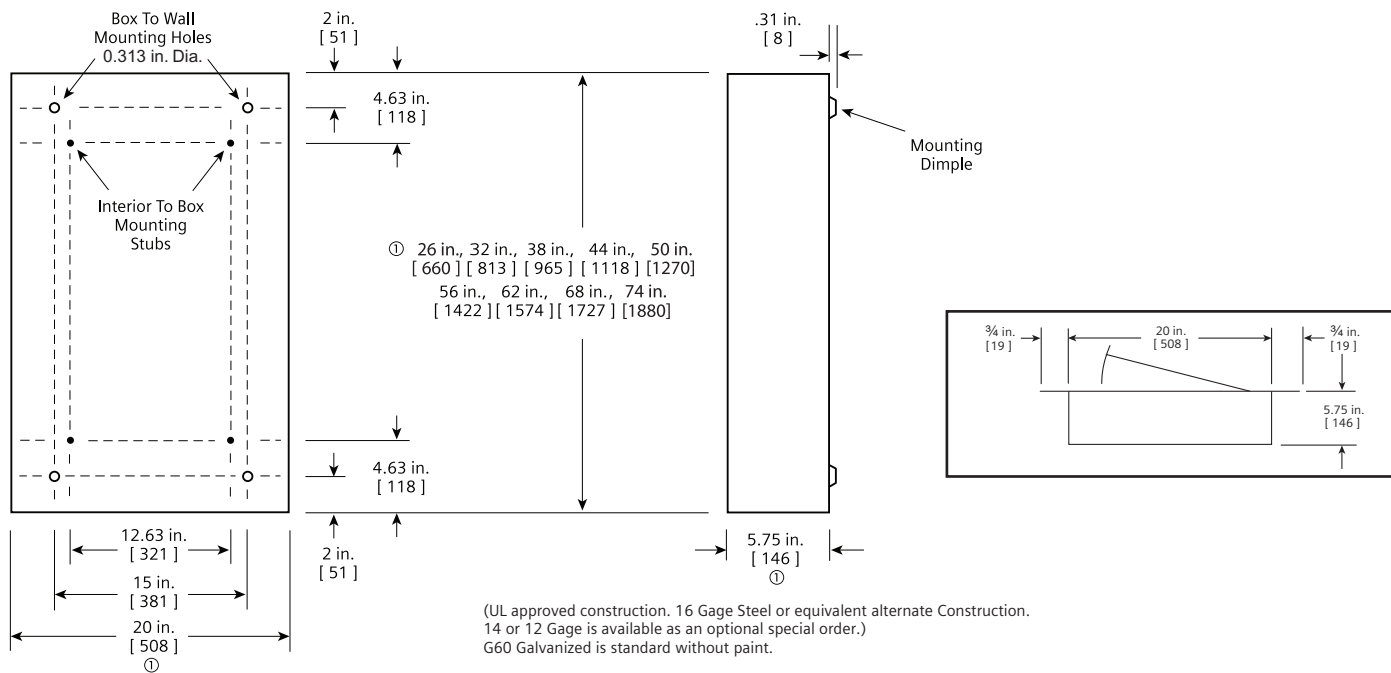
Box Size	Surface	Flush	# of Hinges
	A	A	
26	26	27.5	2
32	32	33.5	2
38	38	39.5	2
44	44	45.5	3
50	50	51.5	3



Box Size	Surface	Flush	# of Hinges
	A	A	
56	56	57.5	3
62	62	63.5	3
68	68	69.5	3
74	74	75.5	3

### Type 1 Box

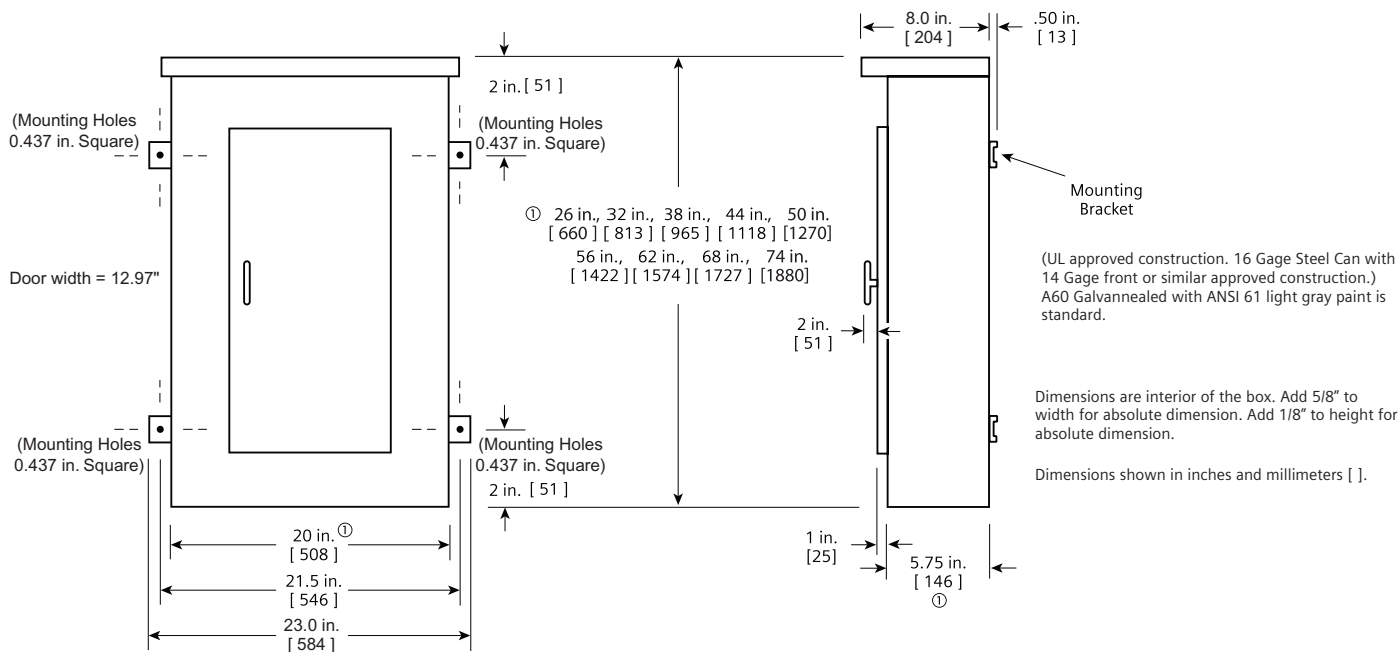
Box is symmetrical



### Type 3R and 3R/12 Box

Note: 3R boxes 50" High and Larger include two "T" handles.

Flush Mounting





**Legal Manufacturer**

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Peachtree Corners, GA 30092  
United States of America  
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[www.usa.siemens.com/panelboards](http://www.usa.siemens.com/panelboards)

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The SIEMENS logo is located in the bottom right corner of the page. It consists of the word "SIEMENS" in a bold, blue, sans-serif font.

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
 ENCLOSURE :1 Indoor  
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC  
 IR RATING :22 K AIC  
 MAIN BUS :400 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Top  
 MOUNTING :Surface  
 SE LABEL :No  
 SERIES RATED :No  
 CONDUIT AREA :N/A

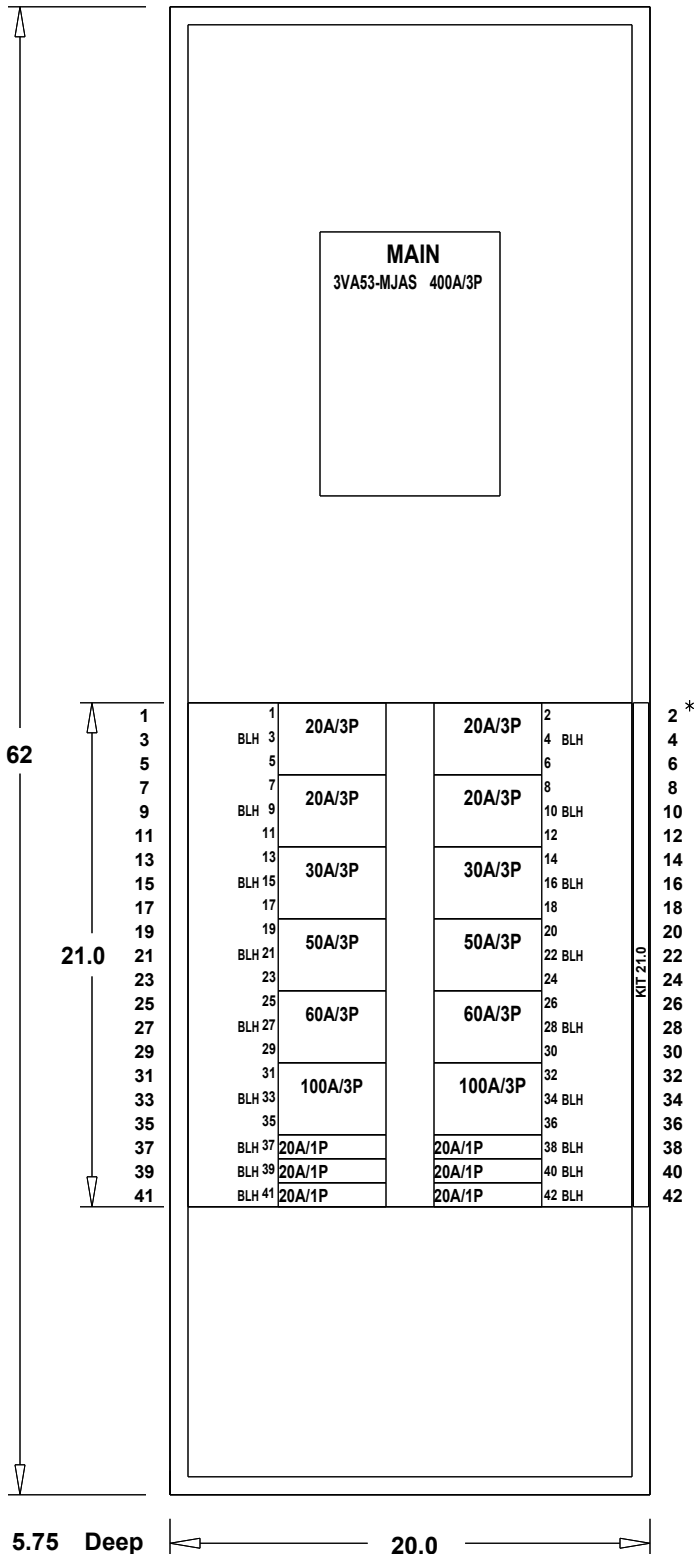
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PANELBOARD COMPONENTS

Main :  
 1 - 400A /3P-3VA53-MJAS MAIN BREAKER  
 1-3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug  
 1-Lug Catalog #: 3VA94730JJ23

Branches :  
 4 - 20A /3P-BLH  
 2 - 30A /3P-BLH  
 2 - 50A /3P-BLH  
 2 - 60A /3P-BLH  
 2 - 100A /3P-BLH  
 6 - 20A /1P-BLH

Options :  
 1-Gnd Conn-Shipped w/ Interior  
 1-Std Al/Cu Gnd Connector  
 1-400A 100% Neutral 42, 54Cir (AL Branch Connector)  
 1-Card Holder-Std Plastic Sleeve  
 1-RP1 3 Phase Main Kit 3VA53/3VA63  
 1-Al/Cu Branch Connector  
 1-Certification - UL



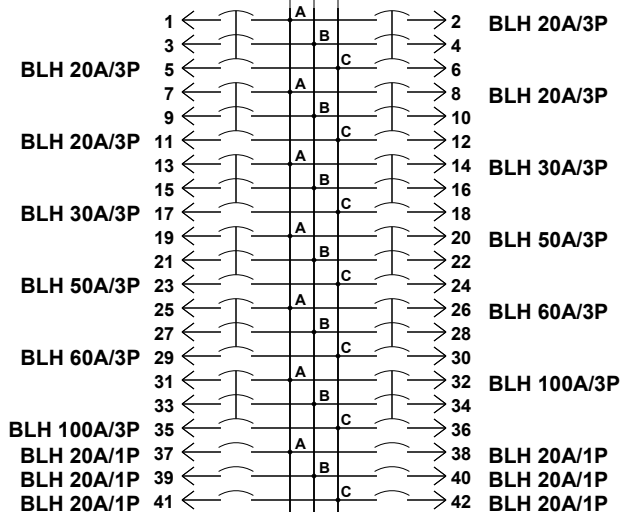
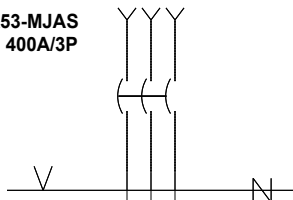
JOB <b>Upriver Electrical Upgrade</b>			
P.O. -		CUST. <b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b>	
CONTR -		CONSULT -	
TIE -		BY <b>chaddx20c</b>	DESIGNATION LP1
S.O. <b>1001597131</b>		DATE <b>5-23-2024</b>	ENG. LOC. -
NO. 1		DWG. NO. <b>1001597131-21000-1</b>	
REVISIONS		DRAWN BY <b>chaddx20c052324</b>	DATE <b>5-23-2024</b>
NO.		Siemens Industry, Inc.	
		Norcross, Georgia	
		APP.	MFG. LOC.
		APP.	DWG. FILE
		SHEET <b>1</b> OF <b>3</b>	
		REV. <b>1</b>	

**PANELBOARD NOTES**

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
 ENCLOSURE :1 Indoor  
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC  
 IR RATING :22 K AIC  
 MAIN BUS :400 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Top  
 MOUNTING :Surface  
 SE LABEL :No  
 SERIES RATED :No  
 CONDUIT AREA :N/A  
 \*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW  
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

**ABBREVIATIONS**

(2)2/0-250KCMIL CU/AL  
 3VA53-MJAS  
 400A/3P



<b>JOB</b> Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR. -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP1
S.O. 1001597131		ENG. LOC. -	DATE 5-23-2024
Siemens Industry, Inc. Norcross, Georgia		DWG. NO. 1001597131-21000-2	
		APP. -	MFG. LOC. -
		APP. -	DWG. FILE -
			SHEET 2 OF 3
			REV. 1

### CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	84	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
37	96	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
39	98	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
41	100	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
2/4/6	85	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14/16/18	89	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
20/22/24	91	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
26/28/30	93	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
32/34/36	95	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
38	97	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
40	99	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
42	101	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-

<b>JOB</b>			
<b>Upriver Electrical Upgrade</b>			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSLT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	-
		DATE	5-23-2024
		DESIGNATION	LP1
		DWG. NO.	1001597131-21000-3
<b>Siemens Industry, Inc.</b>		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
			SHEET <b>3</b> OF <b>3</b>
			REV. <b>1</b>

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
 ENCLOSURE :1 Indoor  
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC  
 IR RATING :22 K AIC  
 MAIN BUS :400 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Top  
 MOUNTING :Surface  
 SE LABEL :No  
 SERIES RATED :No  
 CONDUIT AREA :N/A

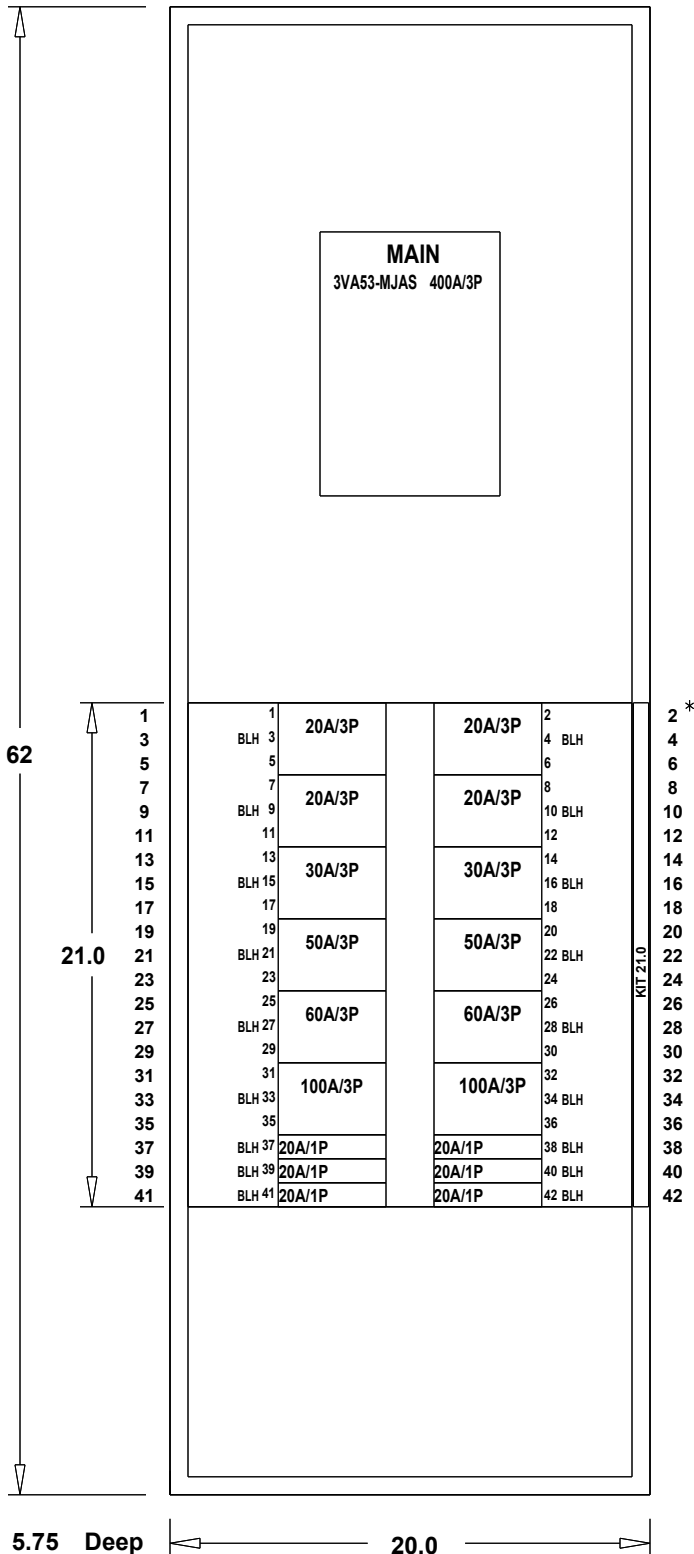
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 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

PANELBOARD COMPONENTS

Main :  
 1 - 400A /3P-3VA53-MJAS MAIN BREAKER  
 1-3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug  
 1-Lug Catalog #: 3VA94730JJ23

Branches :  
 4 - 20A /3P-BLH  
 2 - 30A /3P-BLH  
 2 - 50A /3P-BLH  
 2 - 60A /3P-BLH  
 2 - 100A /3P-BLH  
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Options :  
 1-Gnd Conn-Shipped w/ Interior  
 1-Std Al/Cu Gnd Connector  
 1-400A 100% Neutral 42, 54Cir (AL Branch Connector)  
 1-Card Holder-Std Plastic Sleeve  
 1-RP1 3 Phase Main Kit 3VA53/3VA63  
 1-Al/Cu Branch Connector  
 1-Certification - UL



JOB  
**Upriver Electrical Upgrade**

P.O.	-	CUST.	<b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b>	
CONTR	-	CONSULT	-	
TITLE	-	BY	chaddx20c	DESIGNATION
S.O.	1001597131	DATE	5-23-2024	LP2

DWG. NO. **1001597131-22000-1**

**Siemens Industry, Inc.**

Norcross, Georgia

NO.	1	0	chaddx20c052324	5-23-2024
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NO.	REVISIONS	DRAWN BY	DATE
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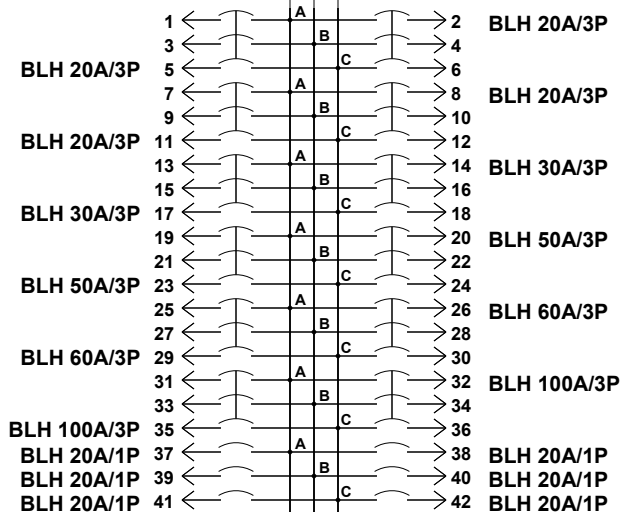
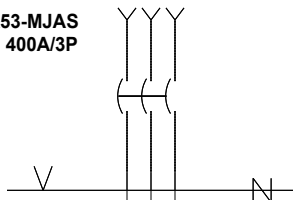
APP.	MFG. LOC.	REV.
APP.	DWG. FILE	1

**PANELBOARD NOTES**

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
 ENCLOSURE :1 Indoor  
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC  
 IR RATING :22 K AIC  
 MAIN BUS :400 A  
 BUS MATERIAL :Tin Plated Copper  
 FEED :Top  
 MOUNTING :Surface  
 SE LABEL :No  
 SERIES RATED :No  
 CONDUIT AREA :N/A  
 \*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW  
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**ABBREVIATIONS**

(2)2/0-250KCMIL CU/AL  
 3VA53-MJAS  
 400A/3P



<b>JOB</b> Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR. -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP2
S.O. 1001597131		ENG. LOC. -	DATE 5-23-2024
Siemens Industry, Inc.		DWG. NO. 1001597131-22000-2	
Norcross, Georgia		APP. -	MFG. LOC. -
		APP. -	DWG. FILE
SHEET 2 OF 3			REV. 1

## CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	84	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
37	96	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
39	98	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
41	100	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
2/4/6	85	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
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20/22/24	91	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
26/28/30	93	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
32/34/36	95	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
38	97	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
40	99	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
42	101	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-

<b>JOB</b>			
<b>Upriver Electrical Upgrade</b>			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSULT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	-
		DATE	5-23-2024
		DESIGNATION	LP2
		DWG. NO.	1001597131-22000-3
<b>Siemens Industry, Inc.</b>		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
			SHEET <b>3</b> OF <b>3</b>
			REV. <b>1</b>

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
 ENCLOSURE :1 Indoor  
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC  
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 BUS MATERIAL :Tin Plated Copper  
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 MOUNTING :Surface  
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 SERIES RATED :No  
 CONDUIT AREA :N/A

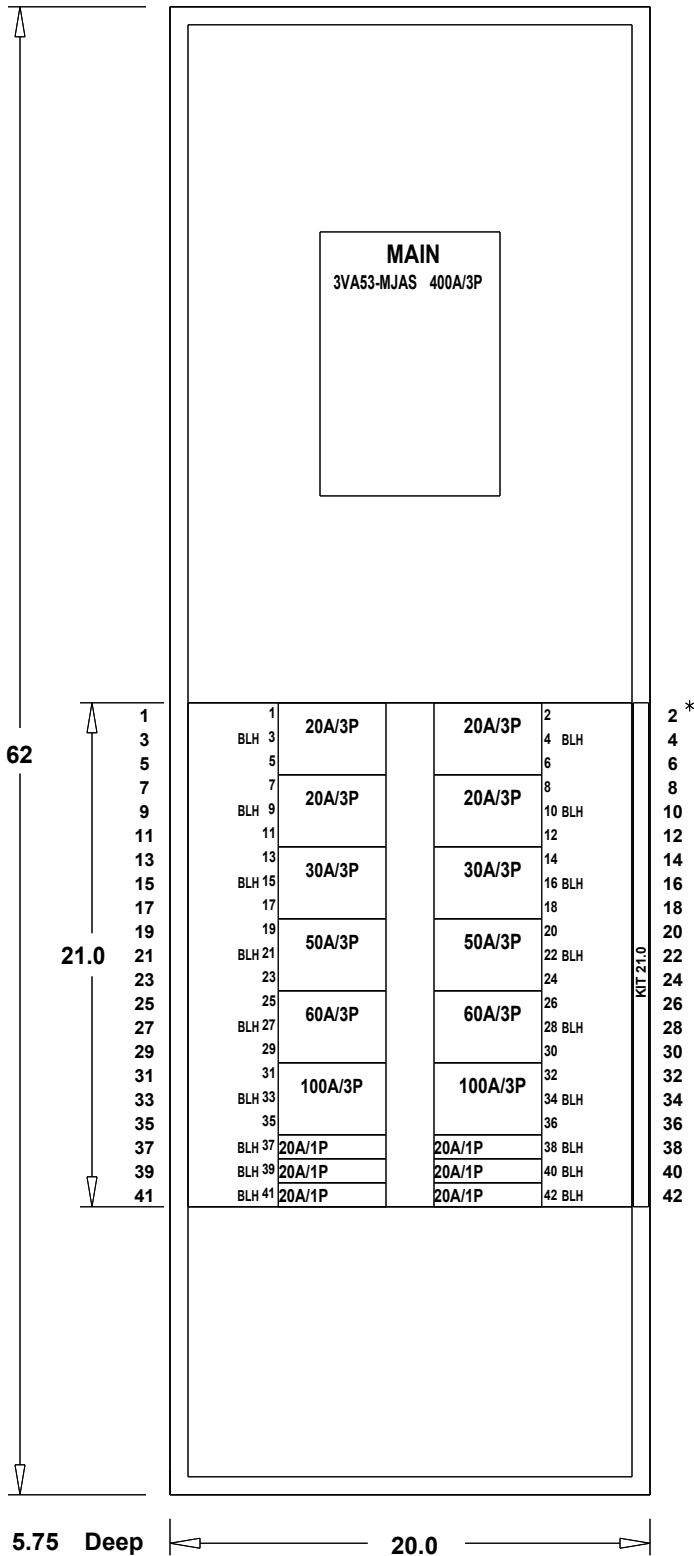
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PANELBOARD COMPONENTS

Main :  
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 1-RP1 3 Phase Main Kit 3VA53/3VA63  
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				JOB <b>Upriver Electrical Upgrade</b>			
				P.O. - CONSTR - TIE - S.O. 1001597131			
				CUST. <b>CONSOLIDATED ELECTRICALDISTRIBUTORS INC</b> CONSULT - BY <b>chaddx20c</b> ENG. LOC. - DATE <b>5-23-2024</b> DESIGNATION <b>LP3</b>			
1	0	chaddx20c052324	5-23-2024	DWG. NO. <b>1001597131-23000-1</b>			
NO.	REVISIONS	DRAWN BY	DATE	<b>Siemens Industry, Inc.</b>			
				Norcross, Georgia			
				APP.	MFG. LOC.	REV. <b>1</b>	
				APP.	DWG. FILE	SHEET <b>1</b> OF <b>3</b>	

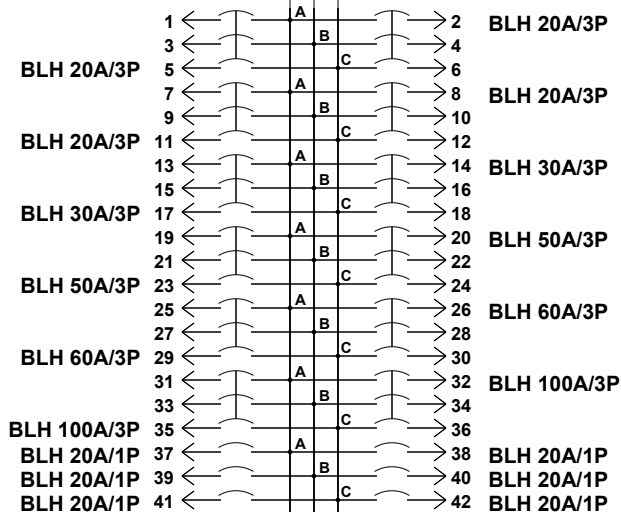
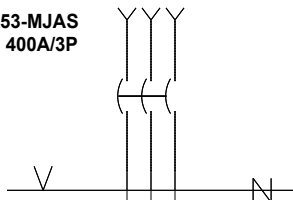


**PANELBOARD NOTES**

SECTION :1 OF 1  
 PANEL TYPE :P1  
 CATALOG NUMBER :P1C42VE400CTSN  
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<b>JOB</b> Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR. -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP3
S.O. 1001597131		ENG. LOC. -	DATE 5-23-2024
Siemens Industry, Inc. Norcross, Georgia		DWG. NO. 1001597131-23000-2	
		APP. -	MFG. LOC. -
		APP. -	DWG. FILE -
		SHEET 2 OF 3	
		REV. 1	

### CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
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7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
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8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14/16/18	89	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
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<b>JOB</b>			
<b>Upriver Electrical Upgrade</b>			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSULT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	LP3
		DATE	5-23-2024
		DWG. NO.	1001597131-23000-3
<b>Siemens Industry, Inc.</b>		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
			SHEET <b>3</b> OF <b>3</b>
			REV. <b>1</b>



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/12/2024

**Clerk's File #**

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/08/2024

**Submitting Dept** ENGINEERING SERVICES

**Bid #** 6151-24

**Contact Name/Phone** DAN BULLER (509) 625-6391

**Requisition #**

**Contact E-Mail** DBULLER@SPOKANECITY.ORG

**Agenda Item Type** Contract Item

**Council Sponsor(s)** BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name** 0370 - CONTRACT FOR HIGH-SPEED LARGE FORMAT PRINTING AND BINDING

**Agenda Wording**

Contract with Abadan Reprographics (Spokane, WA) for high-speed, large-format printing and binding services for Engineering Services from July 1, 2024 through June 30, 2026-\$125,000 annually (including tax).

**Summary (Background)**

Informal Request for Proposals #6151-24 for a wide range of high-speed, large-format printing and binding services for the engineering drawings and standard specification books to be used for the construction of Public Works projects. Funds expended under this master contract are billed to the various public works projects. These technical documents are used by contractors, surveyors and other professional staff for projects to be constructed.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 125,000

Current Year Cost \$ 65,000

Subsequent Year(s) Cost \$ 125,000

**Narrative**

**Amount**

**Budget Account**

Expense \$ 125,000

# Various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Engineering Services
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , (509) 625-6391
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for High-Speed Large Format Printing and Binding Services
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>Informal Request for Proposals #6151-24 had one response that were evaluated by a committee. This RFP was for a wide range of high-speed, large-format printing and binding services for the engineering drawings and standard specification books to be used for the construction of Public Works projects.</p> <ul style="list-style-type: none"> <li>Abadan Reprographics was selected from responses. The duration of the contract will be two years with three optional one-year extensions.</li> <li>Funds expended under this master contract are billed to the various public works projects.</li> <li>These technical documents are used by contractors, surveyors and other professional staff for projects to be constructed.</li> </ul>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$125,000 annually</u>          Current year cost: \$65,000          Subsequent year(s) cost: \$125,000 each year</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Program revenue          Is this funding source sustainable for future years, months, etc? City of Spokane Engineering Capital Projects</p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities?              Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



**City of Spokane**  
**PERSONAL SERVICES AGREEMENT**  
**Title: REPROGRAPHIC SERVICES**  
**FOR ENGINEERING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ABADAN REPROGRAPHICS**, whose address is 603 East 2<sup>nd</sup> Avenue, Spokane, Washington, 99202, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall provide Reprographic Services for Engineering Services in accordance with Informal Request for Proposal No. 6151-24, and the Company’s Proposal dated June 11, 2024, in response to the Informal Request for Proposals, which is attached as Exhibit B. In the event of a conflict between Company and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on July 1, 2024, and shall run through June 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for three (3) additional one-year contract periods, subject to mutual agreement.

**3. COMPENSATION / PAYMENT.**

Total annual compensation for Company’s services under this Agreement shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,00.00)**, not including tax and in accordance with the Pricing Form attached in Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **5. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **7. INDEMNIFICATION.**

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **8. INSURANCE.**

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:



- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

#### **11. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

### **14. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

### **16. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**ABADAN REPROGRAPHICS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Informal Request for Proposals, and the Response dated June 11, 2024.

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

## EXHIBIT B

### IRFP #6151-24 – ATTACHMENT 2 – PRICING FORM

Provide pricing as an all-inclusive unit price for all costs for services offered:

1. A typical Engineering Services comb-bound specifications “book” in black print (no color ink) which for purposes of this IRFP shall be defined as follows:

Page name	Color	Weight	Size	Number of sheets	Sided	Price
Cover Front/Back	Blue	50 lb	8.5x11	2	Single	\$
Addenda Summary	Green	20 lb	8.5x11	1	Single	\$
Addenda pages	White	20 lb	8.5x11	20	Double	\$
Table of Contents	Blue	20 lb	8.5x11	5	Double	\$
Call for bid & Division 1	White	20 lb	8.5x11	45	Double	\$
Division 2 – Division 9	Yellow	20 lb	8.5x11	30	Double	\$
Appendix A Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix A items	White	20 lb	8.5x11	20	Double	\$
			11x17	20	Single	\$
Appendix B Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix B items	White	20 lb	8.5x11	5	Single	\$
Appendix C Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix C items	White	20 lb	8.5x11	15	Double	\$
Appendix D Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix D items	White	20 lb	8.5x11	20	Double	\$
			11x17	10	Single	\$
Appendix E Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix E items	White	20 lb	8.5x11	30	Double	\$
			11x17	15	Single	\$
Appendix F Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix F items	White	20 lb	8.5x11	10	Double	\$
Appendix H Content page	Blue	20 lb	8.5x11	1	Single	\$

Appendix H items	White	20 lb	8.5x11	5	Double	\$
Appendix I Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix I items	White	20 lb	8.5x11	10	Double	\$
Appendix J Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix J items	White	20 lb	8.5x11	10	Double	\$
Appendix P Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix P items	White	20 lb	8.5x11	15	Double	\$
Appendix W Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix W items	White	20 lb	8.5x11	45	Double	\$
Appendix Z Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix Z items	White	20 lb	8.5x11	5	Double	\$

2. Reduced Size Plan Set:

typical Engineering Services reduced size plan set consisting of 25 sets of 11" x 17" plans on 20 lb paper, single-sided, stapled on the left side.	20 lb	11x17		Single	Unit Price Per Set: \$
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3. Full Size Plan Set:

typical Engineering Services full-size plan set consisting of 25 sets of 24" x 36" plans on 20 lb paper, single-sided, bound/stapled on the left side.	20 lb	24x36		Single	Unit Price Per Set: \$
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4. Miscellaneous:

Delivery cost of copied items to City Hall (808 W. Spokane Falls Blvd., Spokane, WA 99201)	Price Per Delivery: \$
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5. In addition, Proposers shall submit their standard price list for typical reprographics services including copying/scanning (color and black & white originals) on various standard size papers including 8.5" x 11", 11" x 17" and 24" x 36", binding, etc.



< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** BUSINESS EQUIPMENT CENTER, INC.

**Business name:** ABADAN REPROGRAPHICS

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-775-972

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 603 E 2ND AVE  
SPOKANE WA 99202-2201

**Mailing address:** 603 E 2ND AVE  
SPOKANE WA 99202-2201



**Excise tax and reseller permit status:**[Click here](#)**Secretary of State status:**[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane General Business</a>	T12023677BL			Active	Mar-31-2025	Oct-15-2012

## Governing People

*May include governing people not registered with Secretary of State*

Governing people	Title
MOUCHETT, DAN	
MOUCHETT, JODI M	
RAYBURN, NADINE	
RAYBURN, PAUL B	

## Registered Trade Names

Registered trade names	Status	First issued
ABADAN	Active	Oct-24-2018





Registered trade names	Status	First issued
ABADAN REPROGRAPHICS	Active	Feb-09-2018

The Business Lookup information is updated nightly. Search date and time:  
6/12/2024 8:17:19 AM

### Contact us

How are we doing?

**Take our survey!**

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**Check if your browser is supported**





< **Business Lookup**

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ABADAN REPROGRAPHICS	Active	Feb-09-2018

The Business Lookup information is updated nightly. Search date and time:  
6/12/2024 8:17:19 AM

### Contact us

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Don't see what you expected?

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# **City of Spokane**

## **IRFP #6151-24**

### **Large Format Printing and Binding Services**

Due Date: Wednesday June 12, 2024  
By 9:00 am

City of Spokane – Purchasing  
4<sup>th</sup> Floor, City Hall  
808 W Spokane Falls Blvd.  
Spokane WA 99201-3316

Submitted by:

Abadan Reprographics  
603 E 2<sup>nd</sup> Ave  
Spokane WA 99202  
(509)747-2964

# TABLE OF CONTENTS

Letter of Submittal

Technical Proposal

Management Proposal

Cost Proposal (Attachment 2)

Proprietary Pricing

## LETTER OF SUBMITTAL

**Abadan Reprographics** is submitting a response to IRFP 6151-24 for the purpose of providing “Large Format Printing and Binding Services” for the City of Spokane.

Company Information:

Abadan Reprographics  
603 E 2<sup>nd</sup> Ave  
Spokane WA 02  
(509)747-2964  
(509)744-3832

Business Status:

EIN# 94-2607273  
WA ST Corp. UBI # 601 775-972 1  
Spokane City License # T10023677BUS

Location of Work to Be Performed:

603 E 2<sup>nd</sup> Ave  
Spokane WA 99202  
(509)747-2964

**Abadan Reprographics** has no current or former City of Spokane Employees employed or members of our governing board, as of the date of this proposal or during the previous twelve (12) months.

**Abadan Reprographics** meets the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.

**Abadan Reprographics** agrees to comply with all terms and conditions set forth in the IRFP, unless otherwise agreed by the Agencies.

*Dan Mouchett*  
\_\_\_\_\_  
Dan Mouchett, President  
mouchett@abadanspokane.com

06/11/2024  
\_\_\_\_\_  
Date

## **Technical Proposal**

Abadan Reprographics has been providing the services listed in the IRFP for over 13 years. We have worked closely with the staff of the City Engineering Department and have followed their request without incident. Abadan has also been a leader in technology and has provided technological advancements to our clients to assist in the production of their requested projects. The following is a concise listing of the steps for the production of the requested projects:

- Supply a secure system for the uploading of City project files.
- Respond upon receipt of the project.
- Complete review of all files provided to ensure no corruption.
- Proofing of the pages to ensure no files are missing, no duplicates page numbers or pages, pages match index's.
- Contact proper City personnel if there are any discrepancies. Assist in correcting any issues.
- Proof copies after printing to ensure complete and correct production of sets and specifications.
- Package the job as directed by City personnel for multiple deliveries to various departments.

Turn around time is "As required by the City Engineering Services."

All work performed is done by Abadan Reprographic employees. No Subcontractors or Third Parties are used.



# Management Proposal

## QUALIFICATIONS:

**Abadan Reprographics** has been in the business of providing Large and Small Format printing and binding for over copying services for over 71 years. Abadan Reprographics is the longest continually running copy shop offering both small and large format copying in Spokane. Abadan Reprographics specialty has been providing quality output for all types of copying, printing and scanning jobs, black & white and color, both small and large in size and quantity.

## Staff Experience:

**Abadan Reprographics** employees have over 113 years of combined experience. Our staff has been thoroughly trained in all aspects of reproduction with continual training to address changes in technology. The following list of staff are actually performing the assigned work. Notification of staff substitutions will be cleared through the City.

Abadan Reprographics has been providing the City of Spokane Engineering Department with services listed in the IRFP for over 13 years without incident. You can be assured that the level of the work performed will continue to be at the same high level of quality.

## Staff Duties Specific to the IRFP

### **Desi Seiler, Production Supervisor, 30 years Reprographics**

Desi Seiler is responsible for all aspects of the completion of projects for our clients. His years of experience gives our clients the outcome they need and have come to expect.

### **Brandon Forward, Lead Production, 13 years Reprographics**

Brandon Forward performs all the tasks needed to produce the products that are being requested. His years of experience, knowledge and attention to detail provides for projects to be done correctly and on time, every time.

### **Auron Kemmerer, Digital Specialist, 13 years Reprographics**

Auron Kemmerer not only performs the tasks necessary to print the projects, but also oversees the electronic aspect of the data we receive to produce the projects requested.

### **Dan Mouchett, President, 32 years Reprographics**

Dan Mouchett oversees all aspects of the business, from the equipment used, the products we print on, as well as a backup to the above mentioned staff.

## **Production Equipment:**

**Abadan Reprographics** maintains six (3) high speed digital copiers for 8.5"x11" to 11"x17" black & white copying. Two (2) 110 ppm and one (1) 85 ppm copiers. All digital copiers are under Full Service Maintenance Contract and receive preferential service from our service provider.

**Abadan Reprographics** maintains four (2) large format digital copiers for 12"x18" to 36" by any length black & white or Color copying. These machines are HP Pagewidth 8000 XL Printers. Both are under Full Service Maintenance Contracts and receive preferential service from our service provider.

**Abadan Reprographics** maintains one (1) high speed digital color copiers for 8.5"x11" to 11"x17" color copies. It is under a Full Service Maintenance Contracts and receive preferential service from our service provider.

**Abadan Reprographics** maintains high speed black & white and color scanners for conversion of 8.5"x11" to 36" by any manageable lengths to an electronic format for output.

## **Contracted Firms with like services listed in the IRFP:**

### **City of Spokane Valley**

Contact: Kelly Lynch 509-720-2001 [klynch@spokanevalleywa.gov](mailto:klynch@spokanevalleywa.gov)

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

### **Spokane County Engineering**

Contact: Renee Whipple 509-477-7438 [RWhipple@spokanecounty.org](mailto:RWhipple@spokanecounty.org)

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

### **Architects West**

Contact: Kim Holmgren 208-667-9402 [kimh@architects.com](mailto:kimh@architects.com)

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

**Design West Architects**

Contact: Michell Kaminski 509-290-6843 mkaminski@designwestpnw.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

**NAC Architecture**

Contact: Brooke Hanley 509-838-8240 bhanley@nacarchitecture.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

**ALSC Architects**

Contact: Janice Feldman 509-838-8568 jfeldman@alscarchitects.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

Abadan Reprographics as never had a contract terminated for default nor have we ever been part of any litigation in regards to default.



NORTVIT-01

BCHAVEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(509) 838-3501</b>	FAX (A/C, No): <b>(866) 226-3738</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Cincinnati Insurance Company</b>		<b>10677</b>
<b>INSURED</b> Business Equipment Center, Inc. DBA: Abadan Reprographics P.O. Box 224 Spokane, WA 99210-0224	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP 0184812	3/8/2024	3/8/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							<b>WA STOP GAP</b>	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0184812	3/8/2024	3/8/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0184812	3/8/2024	3/8/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
							\$	
							PER STATUTE	OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Proof Of Coverage**

### CERTIFICATE HOLDER

### CANCELLATION

City of Spokane  
808 W Spokane Falls  
Blvd Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/13/2024

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

RFQ 6140-24

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

RE 20529

**Contact E-Mail**

MDORGAN@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 PURCHASE OF CONVEYOR BELT SKIRTING

**Agenda Wording**

Purchase of conveyor belt skirting from Tiercel Technology (Princeton, Ontario) for use at the Waste to Energy Facility. Total cost of purchase is \$61,690.60 including tax and shipping.

**Summary (Background)**

An ash bypass system has been constructed at the Waste to Energy Facility so that the current ash house can be refurbished. The new conveyors installed need skirting to prevent material from flowing over the side of the conveyor and onto the floor. On May 30, 2024 bidding closed on RFQ 6140-24 for the purchase of the needed skirting bracket assemblies. Four responses were received and Tiercel Technology was the low-cost bidder.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 61,690.60

Current Year Cost \$ 61,690.60

Subsequent Year(s) Cost \$ 0

**Narrative**

This is a capital expense that was planned for in the 2024 Solid Waste Disposal budget that is associated with the ash house refurbishment project.

**Amount****Budget Account**

Expense \$ 61,690.60

# 4490-44900-37145-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS
<b><u>Division Director</u></b>	BULLER, DAN
<b><u>Accounting Manager</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	HARRINGTON,
<b><u>For the Mayor</u></b>	JONES, GARRETT

**Additional Approvals**

<b><u>PURCHASING</u></b>	PRINCE, THEA

**Distribution List**

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of conveyor belt skirting for the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p>An ash bypass system has been constructed at the Waste to Energy Facility so that the current ash house can be refurbished. The new conveyors installed need skirting to prevent material from flowing over the side of the conveyor and onto the floor. Implementing the conveyor skirting will add to the overall safety and maintainability of the ash system.</p> <p>On May 30, 2024 bidding closed on RFQ 6140-24 for the purchase of the needed skirting bracket assemblies. Four responses were received and Tiercel Technology (Princeton, Ontario) was the low-cost bidder. The total cost of the purchase is \$61,690.60 including tax and shipping.</p>
<b>Fiscal Impact</b>	<p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$61,690.60 including tax</u>          Current year cost: \$61,690.60          Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>This is a capital expense that was planned for in the 2024 Solid Waste Disposal budget that is associated with the ash house refurbishment project.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A          Specify funding source: Program revenue          Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	<ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?              Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> <li>• How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</li> </ul>

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**Bid Response Summary**

**Bid Number** RFQ 6140-24  
**Bid Title** Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings  
**Due Date** Thursday, May 30, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Tiercel Technology  
**Submitted By** Kathleen Quilty - Tuesday, May 28, 2024 10:56:18 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 bidsandtenders@tierceltechnology.com 5194584882

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit quotes from vendors who have a proven ability to provide new spec'd Mount Skirts, Mounting Brackets, and Clamps per attached drawings.	I agree and I acknowledge
	#2.1	Bidders will be required to quote two different option groupings, providing lead time for each option grouping. The City reserve the right to select either option grouping.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procurement.com">https://spokane.procurement.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
<b>TERMS AND CONDITIONS</b>		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception to above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
<b>INTERPRETATION</b>		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
<b>WITHDRAWAL OF QUOTES</b>		
#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge

EVALUATION OF QUOTES		
#1	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I agree and I acknowledge
QUOTING ERRORS		
#1	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	I agree and I acknowledge
REJECTION OF QUOTES		
#1	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I agree and I acknowledge
AWARD OF CONTRACT		

#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract, as applicable. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
<b>PAYMENT TERMS</b>		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
<b>BIDDER INFORMATION</b>		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Kathleen Quilty, Bids and Tenders Manager kquilty@tierceltechnology.com 519-209-2945
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Kathleen Quilty, 519-209-2945
<b>ORGANIZATION</b>		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	JGW Machine Ltd.
<b>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</b>		

<p>#1</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>City of Spokane Business Registration Number</p>	<p>122999600</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>#1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	<p>I agree and I acknowledge</p>

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
#3	If so were PCBs found at a measurable level?	No
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge

#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge



#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs,	I agree and I acknowledge
#3.1	Bidder has reviewed ,SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 located in the Documents tab	I agree and I acknowledge
#3.2	Bidder has reviewed MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 located in the Documents tab	I agree and I acknowledge
#3.3	Bidder has reviewed RUBBER CLAMP, Per Spec'd Drawing 1000-09-0004 located in the Documents tab.	I agree and I acknowledge
#3.4	Clarification Questions and Response: QUESTION: Are the bend radius' critical or is a different radius acceptable while maintaining listed dimensions? RESPONSE: A bend radius of ½" or less can be used if all other dimensions are maintained.	I agree and I acknowledge

3.4.1	<p>Clarification Questions and Response:                  QUESTION: Mounting Bracket 1000-09-0007 Rev A • Fractional tolerance of 1/32 acceptable • Slot &amp; Tab design for weldment alignment acceptable Skirt Base Mount 1000-09-0006 Rev A • Fractional tolerance of 1/32 acceptable • Two decimal tolerance of .03" acceptable for items 1 &amp; 2 • Slot &amp; Tab design for weldment alignment acceptable • Bend Tool radius .250"R acceptable Rubber Clamp 1000-09-0004 Rev A • Fractional tolerance of 1/32 acceptable • Two decimal tolerance of .03" acceptable for item 2 • Bend Tool radius .250"R acceptable • 304ss 1.5x 1.5 x .1875" ANGLE (item 1) substituted by bent 304ss .1875" thick plate with .250"R or .090"R bend tool radius used. RESPONSE: Regarding the clarification question, all the listed exceptions would be allowable.</p>	I agree and I acknowledge
#3.5	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#3.5.1	If the product differs from the provisions contained herein, these differences must be explained in detail.	Spec Drawings attached with allowable deviations
#4	Awarded Supplier would be responsible for providing Option-Group A or Option Group B, stated on pricing form.	I agree and I acknowledge
#4.1	Option-Group A: State lead time in calendar days for delivery at WTEF, upon receipt of an order:	45 days ARO
#4.2	Option-Group B: State lead time in calendar days for delivery at WTEF, upon receipt of an order:	45 days ARO
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of spec'd steam traps or kits. Upload Letter Here	Qualifications Letter - JGW Machine Ltd.pdf
#6	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#7	EXCEPTION: If you took exception to any of the above, explain here.	
DELIVERY - F.O.B. Delivery Point		

FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Freight Transportation	FREIGHT TRANSPORTATION CHARGES will be prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	
<b>PRICING</b>		
#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Enter Pricing on the "Pricing Form". Unit Pricing Should Not Include Tax.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
<b>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</b>		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	PN 1000-09-0004 (RUBBER CLAMP) JGW DEVIATION.pdf
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	PN 1000-09-0006 (SKIRT BASE MOUNT - TALL) JGW DEVIATION.pdf

#3	<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.</p>	<p>PN 1000-09-0007 (MOUNTING BRACKET - TALL) JGW DEVIATION.pdf</p>
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**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
OPTION-GROUP A (The City Reserves The Right To Select Either Option-Group A or B)								
	Option-Group A Item	SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 Unit Pricing Should "Not" Include Tax.	Base	Each	26.00	\$400.31	\$10,408.06	45 days ARO
	Option-Group A Item	MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 Unit Pricing Should "Not" Include Tax.	Base	Each	52.00	\$152.26	\$7,917.52	45 days ARO
	Option-Group A Item	RUBBER CLAMP Per Spec'd Drawing 1000-09-0004 Unit Pricing Should "Not" Include Tax.	Base	Each	26.00	\$91.16	\$2,370.16	45 days ARO

Option-Group A Item	Freight Cost. Total combined ground freight cost to be incurred for Option-Group A items, for delivery to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Total Freight Cost Should "Not" Include Tax. Enter total freight cost here.	Base	Total Freight Option-Group A	1.00	\$2,280.00	\$2,280.00
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OPTION-GROUP B  
 (The City Reserves The Right To Select Either Option-Group B or A)

Option-Group B Item	SKIRT BASE MOUNT – TALL, Per Spec'd Drawing 1000-09-0006 Pricing Should "Not" Include Tax.	Base	Each	68.00	\$395.66	\$26,904.88	45 days ARO
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Option-Group B Item	MOUNTING BRACKET – TALL, Per Spec'd Drawing 1000-09-0007 Unit Pricing Should "Not" Include Tax.	Base	Each	136.00	\$142.72	\$19,409.92	45 days ARO
Option-Group B Item	RUBBER CLAMP Per Spec'd Drawing 1000-09-0004 Unit Pricing Should "Not" Include Tax.	Base	Each	68.00	\$88.56	\$6,022.08	45 days ARO
Option-Group B Item	Freight Cost. Total combined ground freight cost to be incurred for Option-Group B items, for delivery to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Total Freight Cost Should "Not" Include Tax. Enter total freight cost here.	Base	Total Freight Option-Group B	1.00	\$4,260.00	\$4,260.00	
<b>Total Base Bid</b>	\$79,572.62						

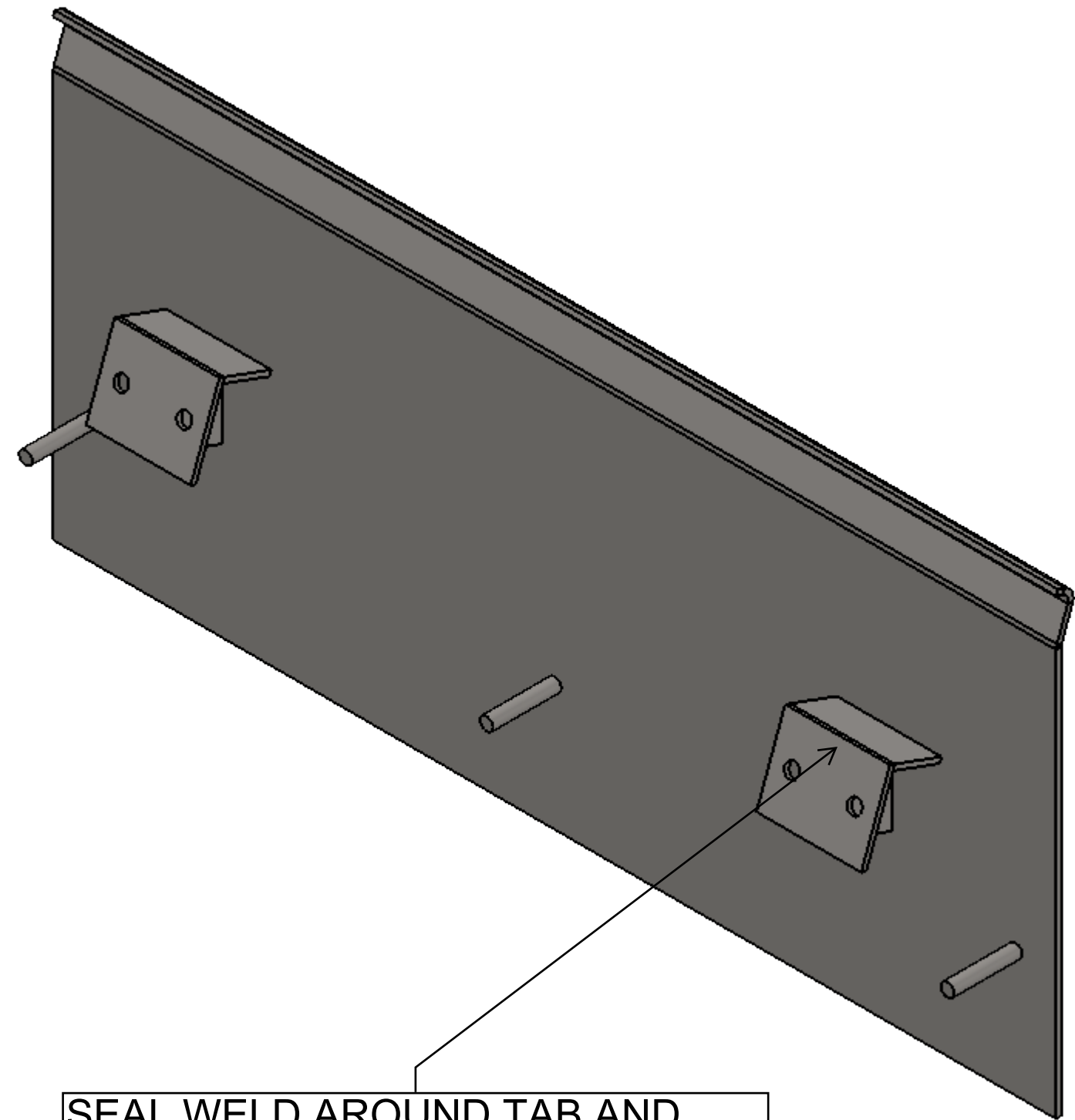
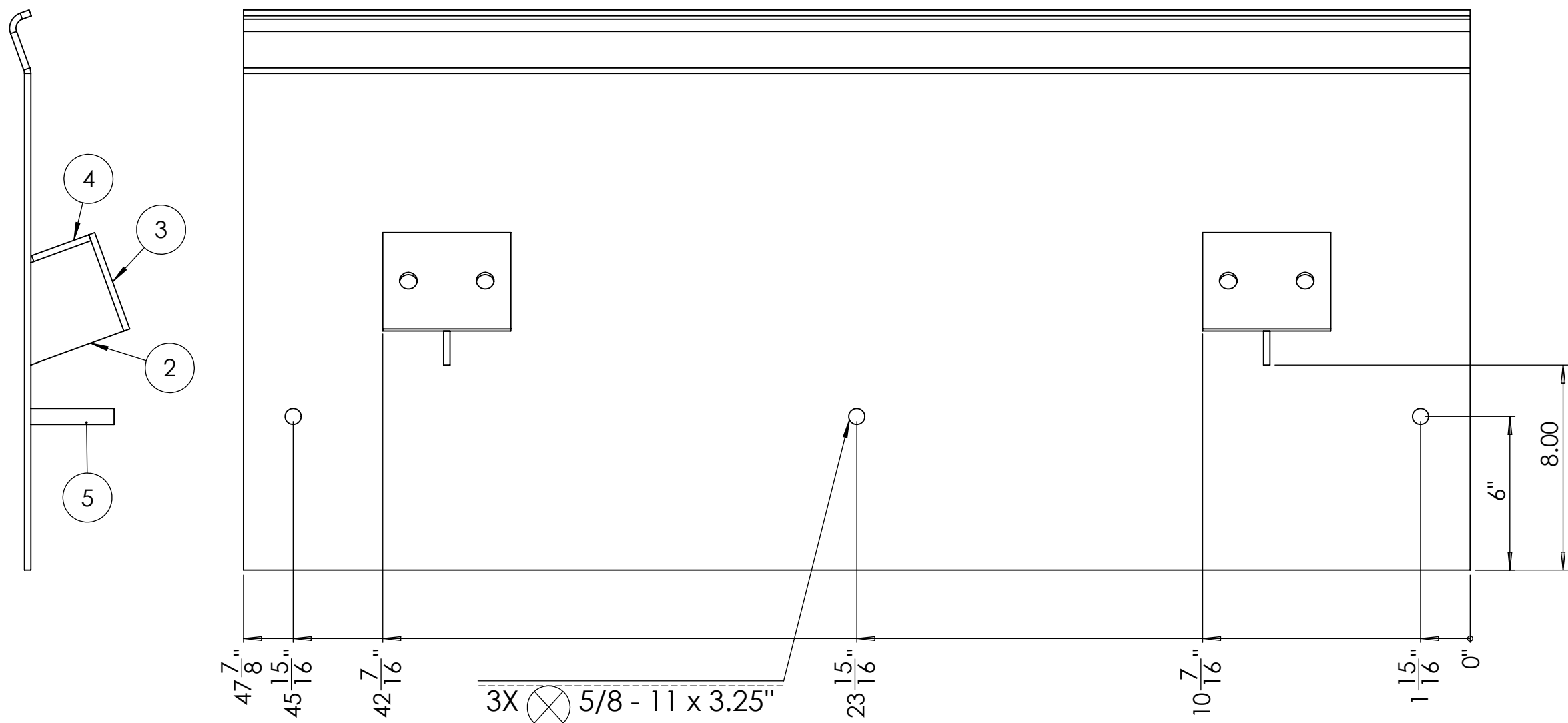
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3

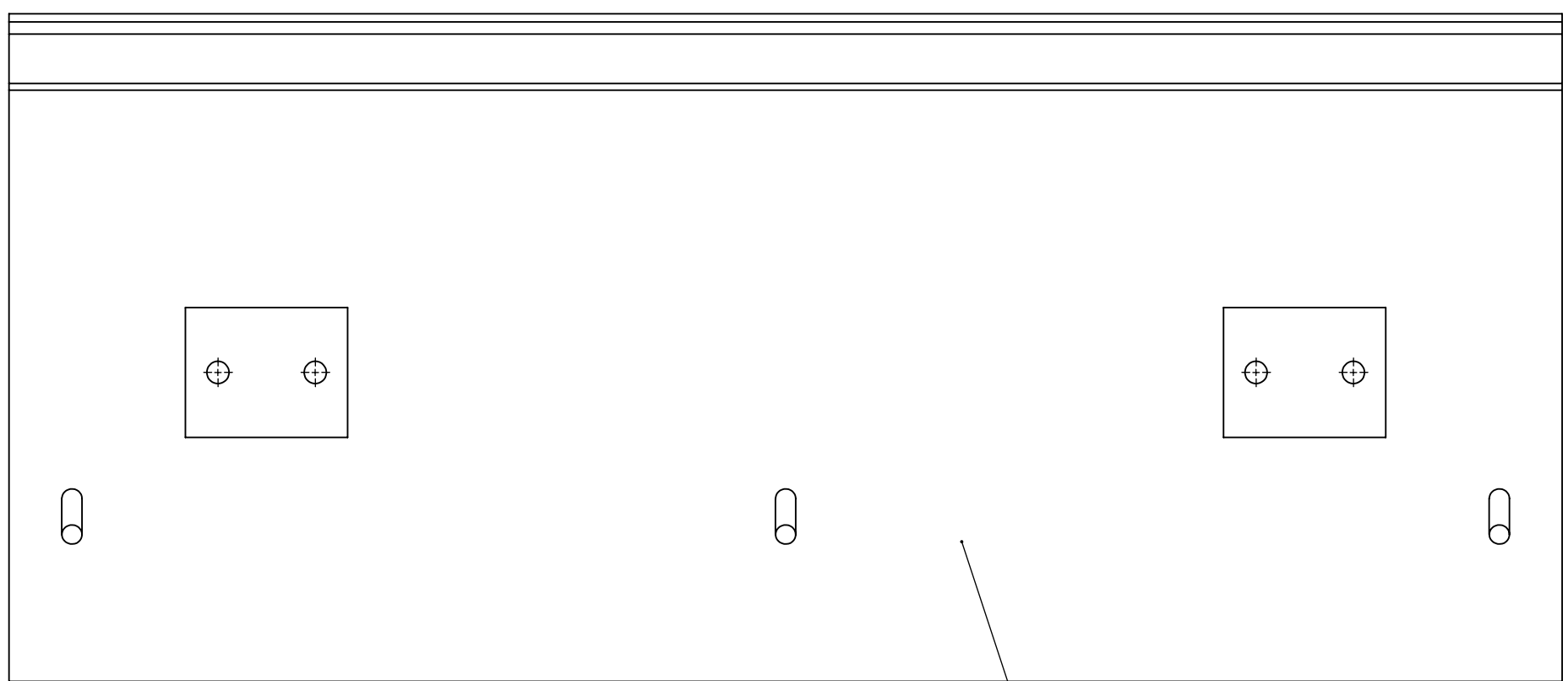
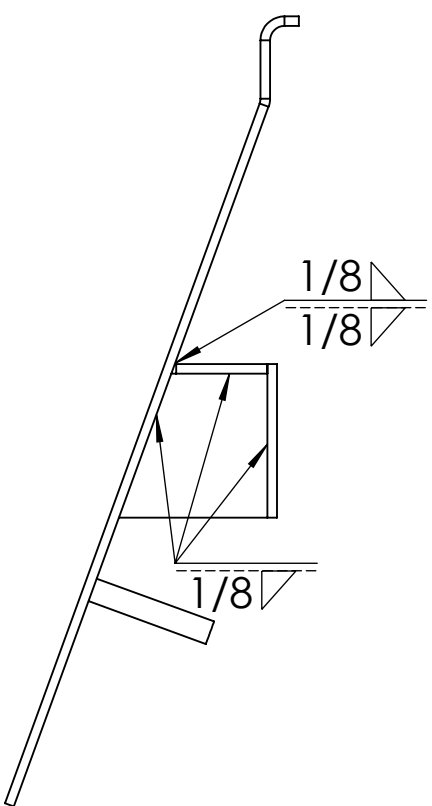
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1

REV	Description of Change	Date
A	Initial Release	04/30/2024



SEAL WELD AROUND TAB AND SLOT. GRIND WELD SMOOTH ON BACK SIDE, TYP. ALL SLOT & TAB FITTINGS



FRACTIONAL TOLERANCE: 1/32  
TWO DECIMAL TOLERANCE: .03"  
FORMING TOOL RADIUS: R.090" / .250"

ITEM	QTY	DESCRIPTION	MATERIAL
1	1	BACKING PLATE	1/4" 304 SS PLATE
2	2	RIB	1/4" 304 SS PLATE
3	2	MOUNTING PLATE	1/4" 304 SS PLATE
4	2	RIB SUPPORT	1/4" 304 SS PLATE
5	3	ALL THREAD	18-8 SS THREADED ROD (5/8 - 11)



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	FN 04/30/24
TOLERANCES:		ENG APPR.	FN 04/30/24
FRACTIONAL ± 1/64		TITLE:	
TWO PLACE DECIMAL ± .02"		SKIRT BASE MOUNT - TALL	
ANGULAR: ± .250°		SIZE DWG. NO.	
THREE PLACE DECIMAL ± .006"		C 1000-09-0006	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		REV	
MATERIAL SEE BOM		A	
FINISH		SCALE: 1:5 WEIGHT: 86 LBS. SHEET 1 OF 2	

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

4

3

2

1

4

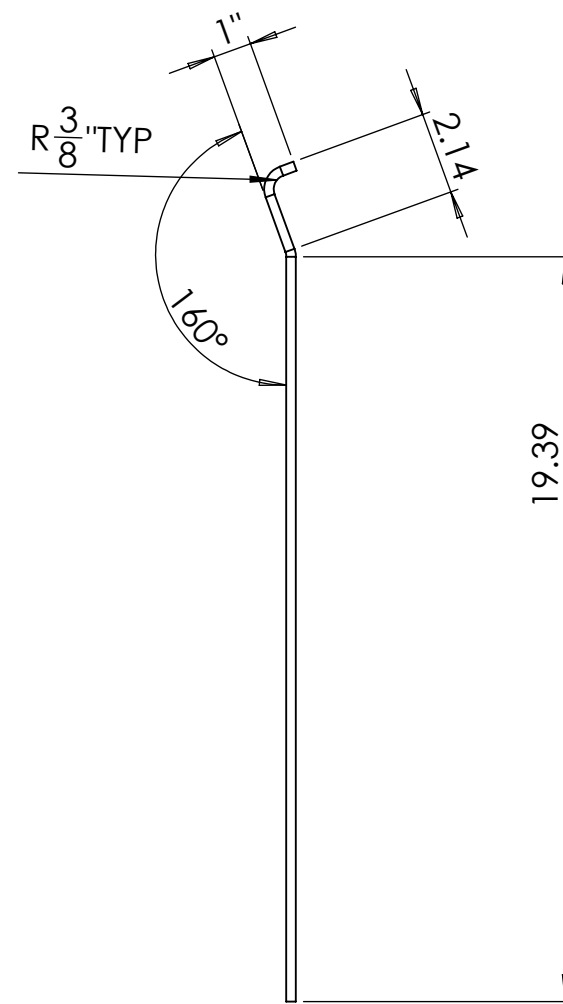
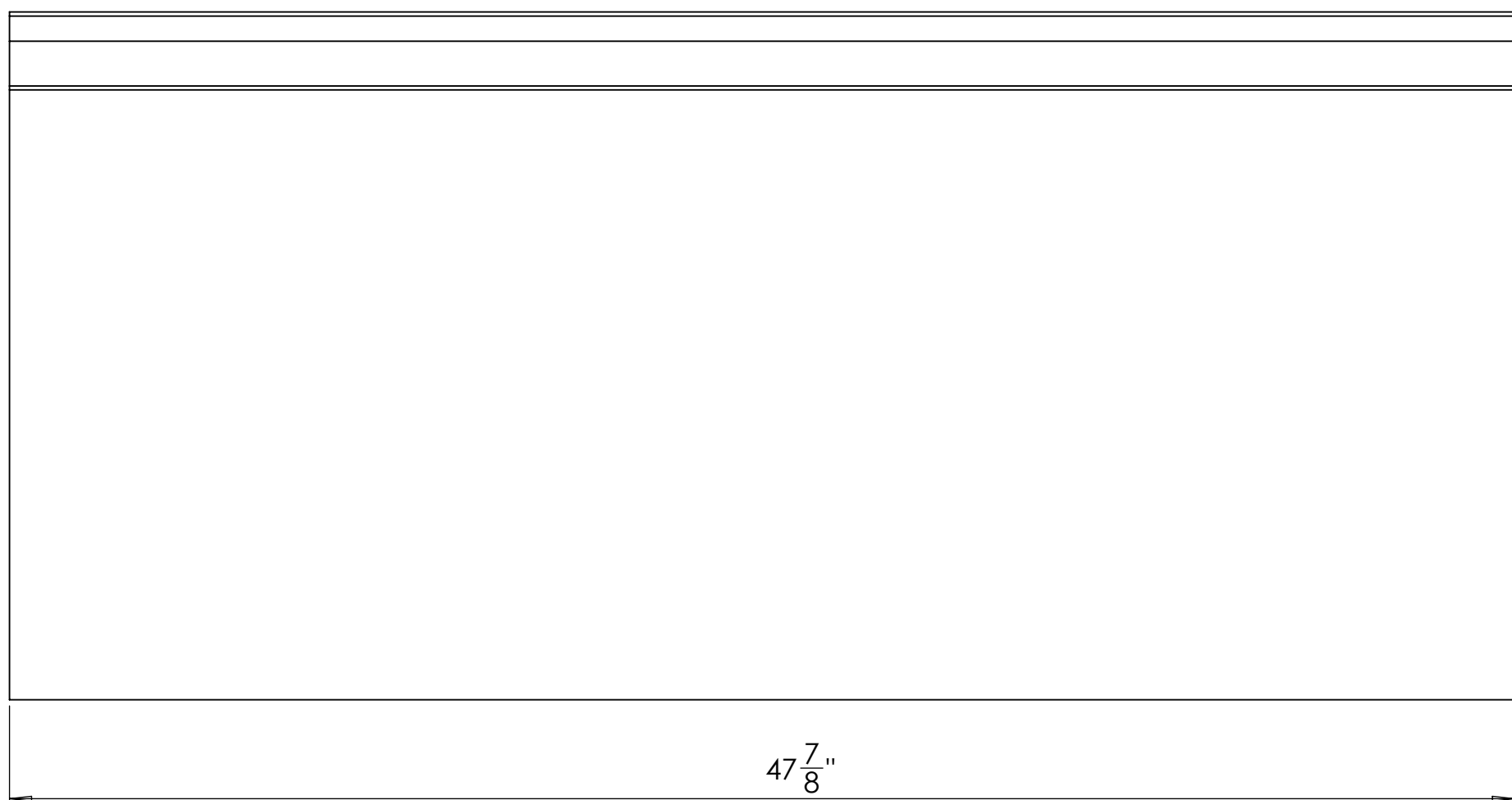
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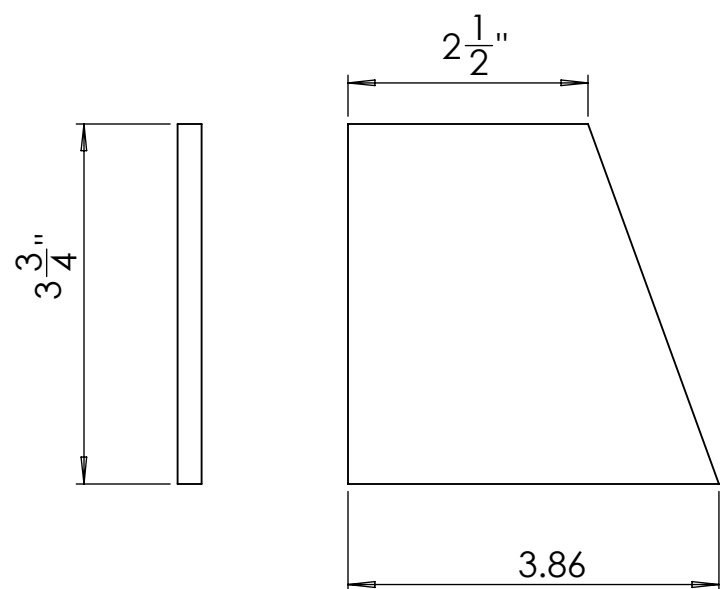
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REV	Description of Change	Date
A	Initial Release	04/30/2024

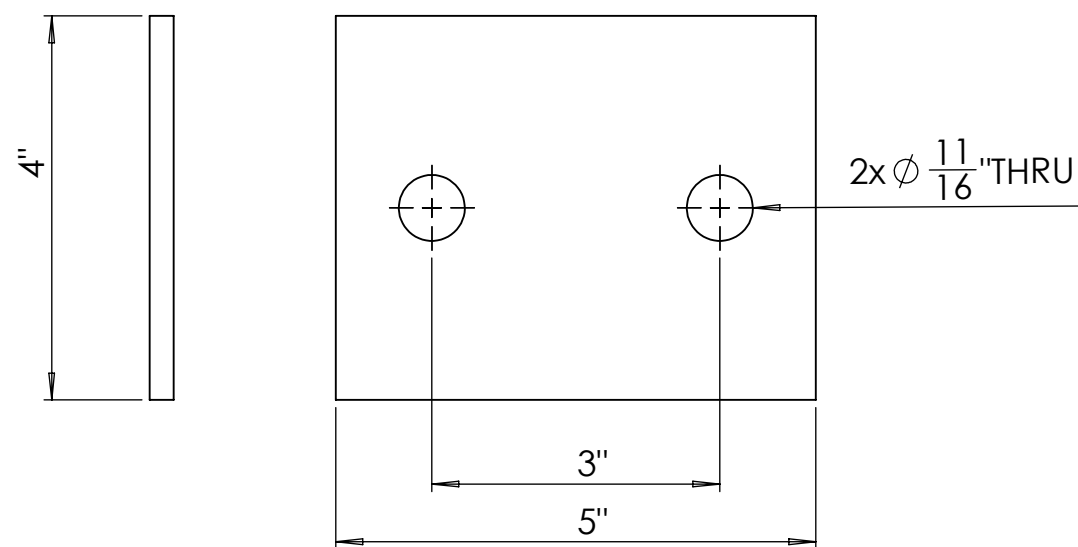
### ITEM 1



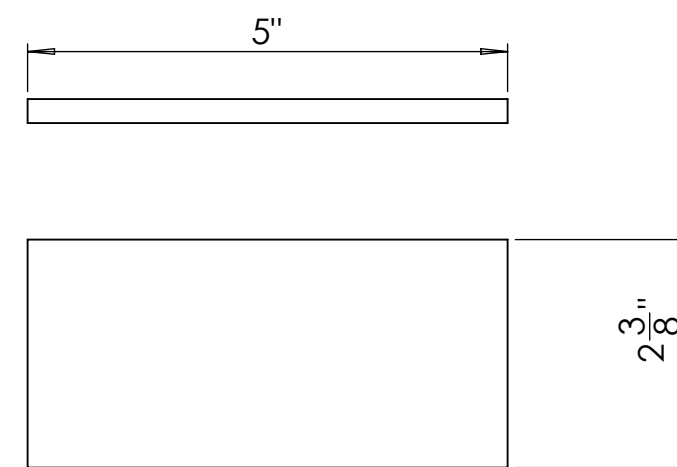
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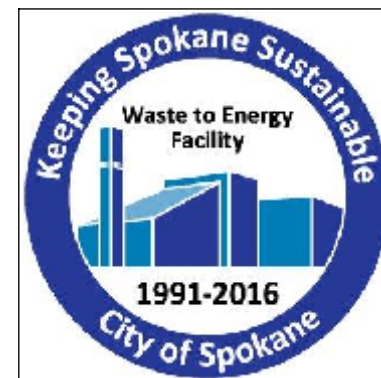
### ITEM 3 SCALE 1:2



### ITEM 4 SCALE 1:2



FRACTIONAL  
TOLERANCE: 1/32  
TWO DECIMAL  
TOLERANCE: .03"  
FORMING TOOL  
RADIUS: R.090" / .250"



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		FN	04/30/24
TOLERANCES:		ENG APPR.	FN
FRACTIONAL ± 1/64			
TWO PLACE DECIMAL ± .02"			
THREE PLACE DECIMAL ± .006"			
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5			
MATERIAL: SEE BOM			
FINISH:			

TITLE: <b>SKIRT BASE MOUNT - TALL</b>		
SIZE: <b>C</b>	DWG. NO.: 1000-09-0006	REV: A
SCALE: 1:5	WEIGHT: 86 LBS.	SHEET 2 OF 2

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

4

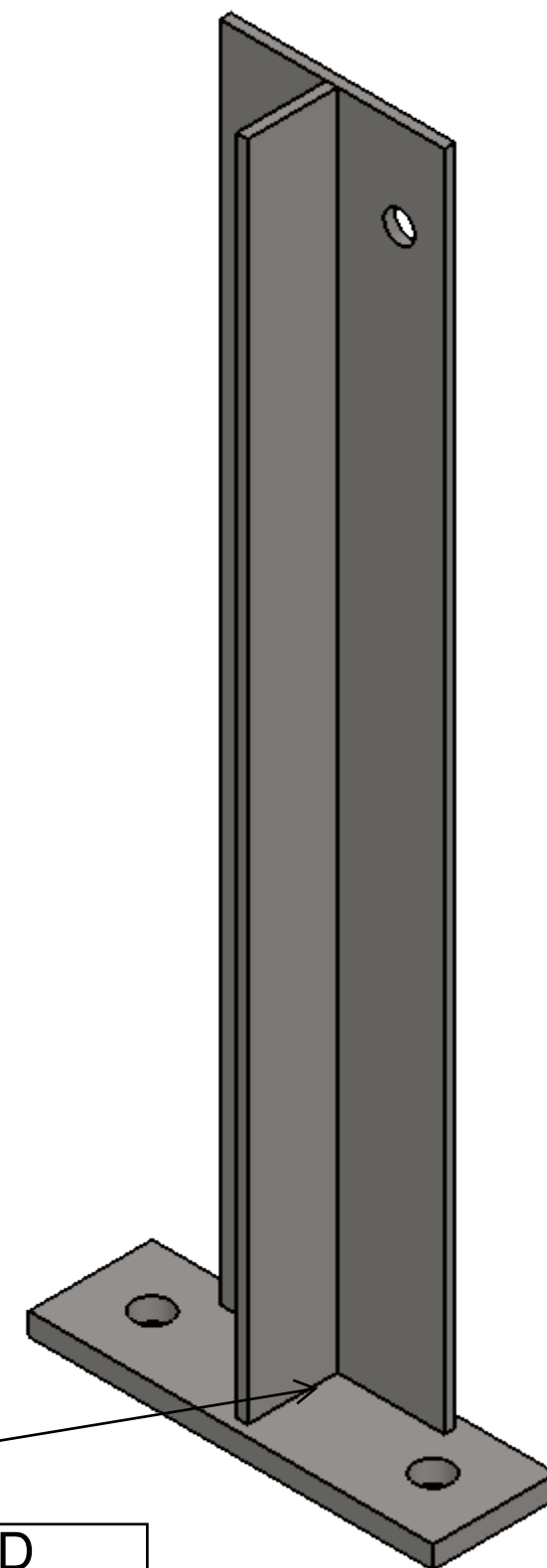
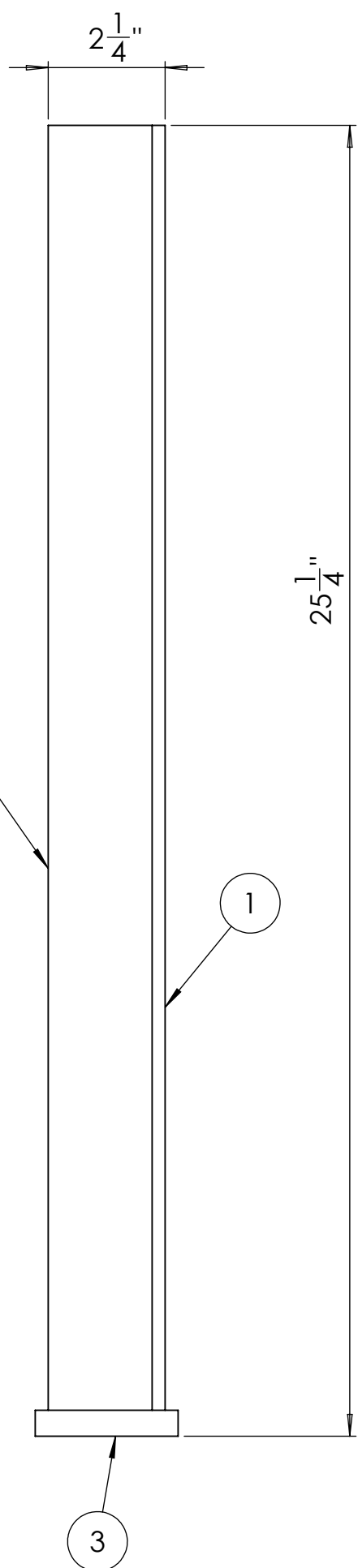
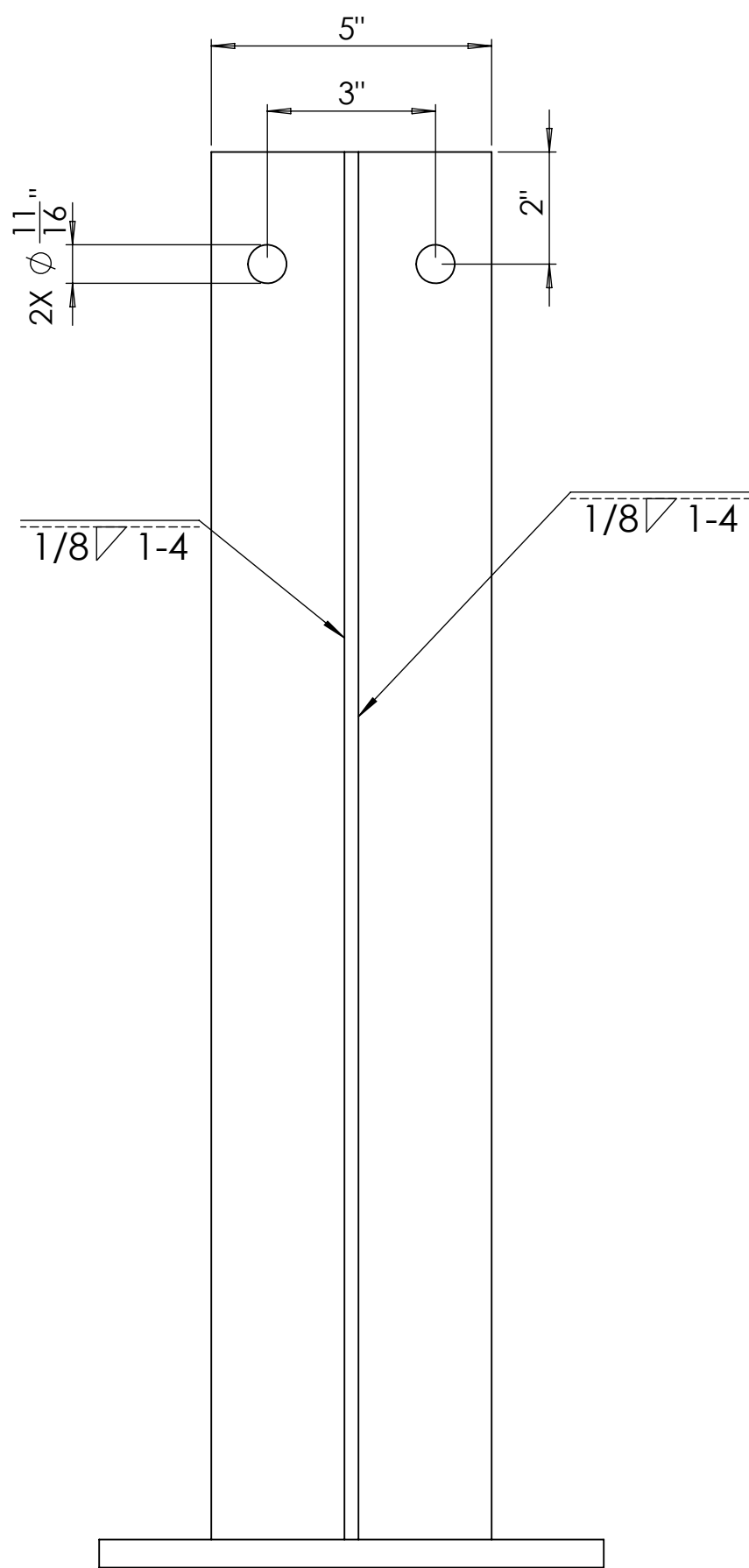
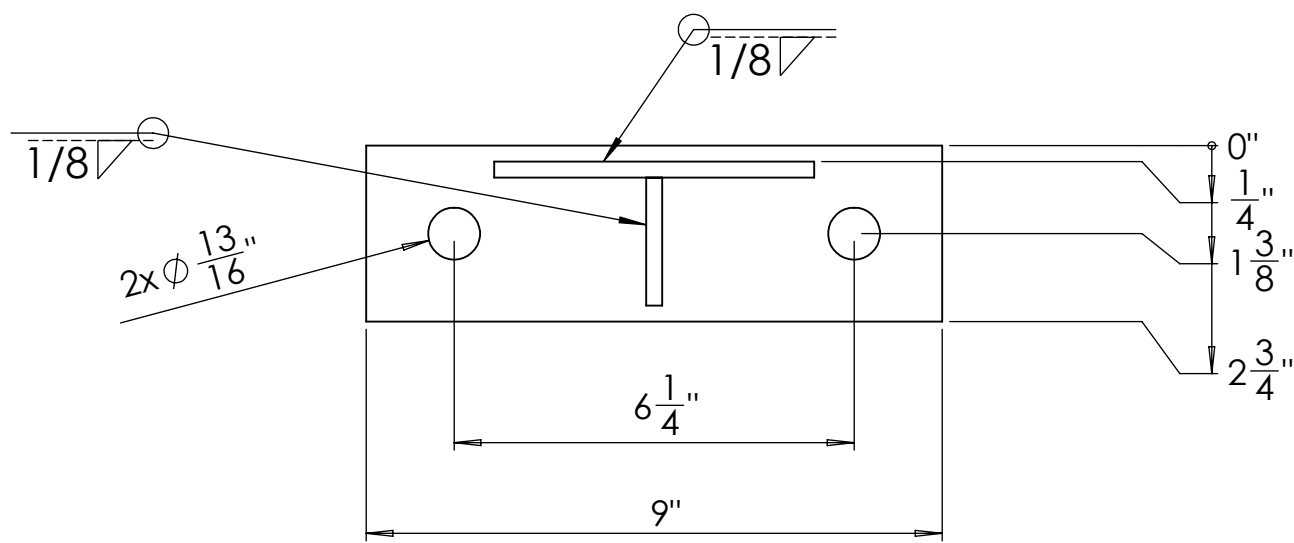
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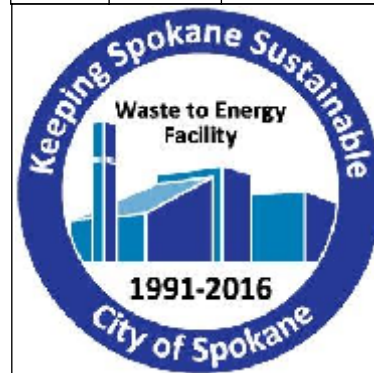
REV	Description of Change	Date
A	Initial Release	04/30/2024



SEAL WELD AROUND TAB AND SLOT. GRIND WELD SMOOTH ON BACK SIDE, TYP. ALL SLOT & TAB FITTINGS

FRACTIONAL TOLERANCE: 1/32  
TWO DECIMAL TOLERANCE: .03"

ITEM	QTY	SIZE	MATERIAL
1	1	5" X 24.75"	1/4" 304SS PLATE
2	1	2" X 24.75"	1/4" 304SS PLATE
3	1	9" X 2.75"	1/2" 304SS PLATE



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		DRAWN	FN 04/30/24
TOLERANCES:		ENG APPR.	FN 04/30/24
FRACTIONAL ± 1/64		TITLE:	
ANGULAR: ± .250°		MOUNTING BRACKET - TALL	
TWO PLACE DECIMAL ± .02"		SIZE DWG. NO.	
THREE PLACE DECIMAL ± .006"		C 1000-09-0007	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		REV	
MATERIAL SEE BOM		A	
FINISH		SCALE: 1:3 WEIGHT: 1.6 LBS. SHEET 1 OF 1	

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

4

3

2

1

REV	Description of Change	Date
A	Initial Release	03/06/2024

D

D

C

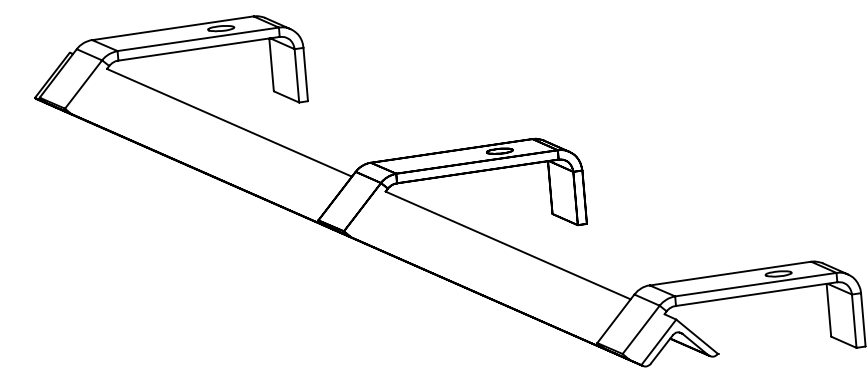
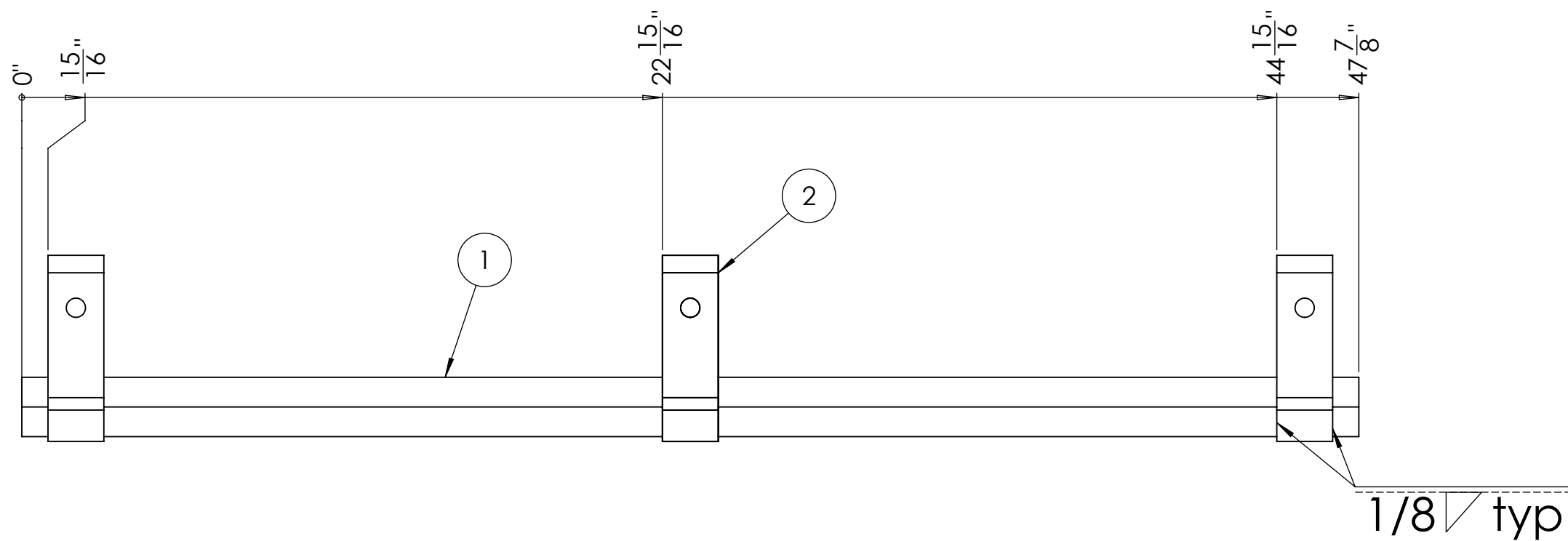
C

B

B

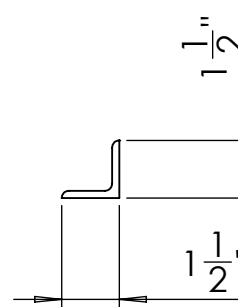
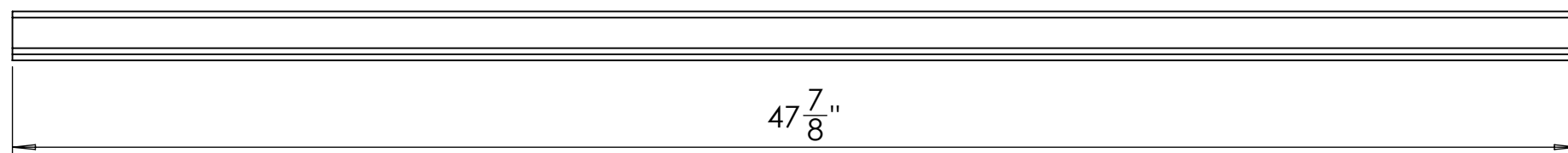
A

A

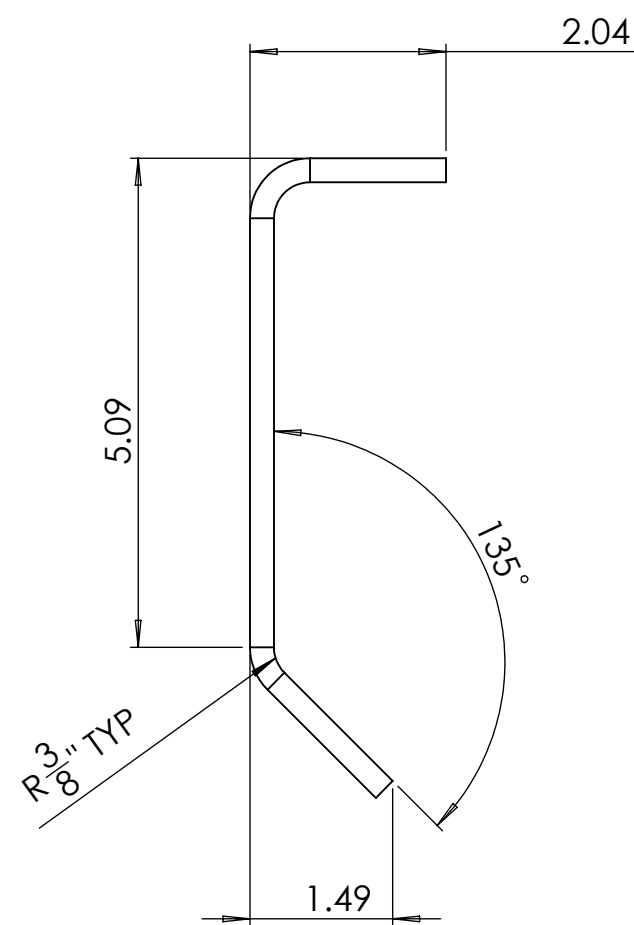
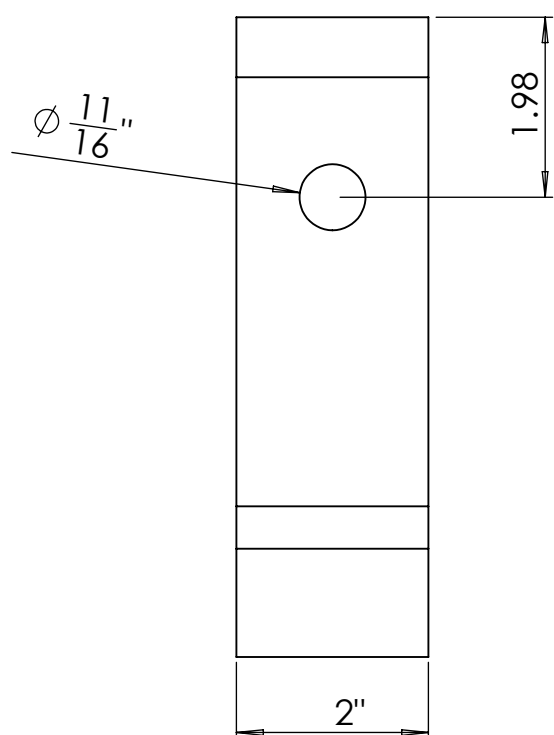


ITEM 1

UP 90° R .090"  
(BENT PLATE)



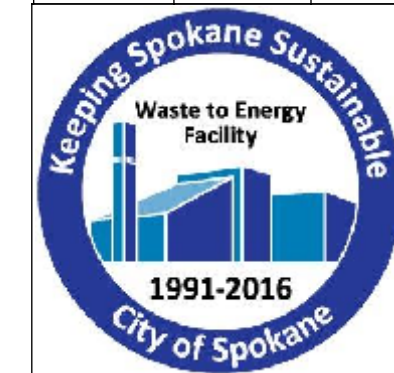
ITEM 2  
SCALE 1:2



FRACTIONAL  
TOLERANCE: 1/32  
TWO DECIMAL  
TOLERANCE: .03"  
FORMING TOOL  
RADIUS: R.090" / .250"

\*DRAWING REVISED TO REPRESENT JGW MACHINE DEVIATION REQUESTS.\*

ITEM	QTY	DESCRIPTION	MATERIAL
1	1	<b>BENT BRACKET</b>	.1875" 304SS PLATE
2	3	BRACKET	1/4" 304SS PLATE



UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES		FN	03/06/24
TOLERANCES:		ENG APPR.	FN
FRACTIONAL ± 1/64		DATE	
ANGULAR: ± .250°		TITLE:	
TWO PLACE DECIMAL ± .02"		RUBBER CLAMP	
THREE PLACE DECIMAL ± .006"		REV	
INTERPRET GEOMETRIC TOLERANCING PER: ANSI/ASME Y14.5		A	
MATERIAL: SEE BOM		SIZE	
FINISH		C	

DWG. NO.	REV
1000-09-0004	A
SCALE: 1:5	WEIGHT: 12 LBS
SHEET 1 OF 1	

4

3

2

1



259 Third Concession Rd  
P.O. Box 490  
Princeton, ON N0J 1V0  
519-458-4882

May 28, 2024

RE: City of Spokane - Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings

JGW Machine Ltd. is both the manufacturer and distributor of the proposed product for Bid No. City of Spokane - Fabrication of Mount Skirts, Mounting Brackets, and Clamps , Per Attached Drawings.

JGW Machine Ltd. has 70 years of working with North America's leading brands over a multitude of markets and industries. Some of our customers include but are not limited to; Signode, Tiger Cat, Hydmech, Innio, and PowerCart.

Focusing on the fabrication and machining of sheet metal, JGW Machine Limited has the capacity to create prototypes and manage large-scale production runs for a diverse array of part sizes.

Kind Regards,

A handwritten signature in black ink that reads 'J Wilson'.

Jaclyn Wilson

*Sales Manager*  
519 -458-4882 ext.224



A Tiercel Technology Company

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/13/2024

**Clerk's File #**

OPR 2023-0385

**Cross Ref #****Project #****Council Meeting Date:** 07/15/2024**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #****Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

CR 26422

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name**

4490 SEMI TRUCK LEASE EXTENSION

**Agenda Wording**

Lease extension with Kenworth Sales (Spokane, WA) for a semi truck utilized at the Waste to Energy Facility from Apr. 1, 2024 through Sep. 30, 2024 for an additional \$35,277.02 plus taxes, for a total annual cost of \$71,927.04.

**Summary (Background)**

The Waste to Energy Facility's semi-tractor was in an accident and rendered inoperable. Due to market conditions and new vehicle availability at that time a long-term lease was the most cost-effective option to replace the vehicle. Since then, a new semi-truck has been ordered now that availability has improved but is not built yet. The vehicle currently in use at the Facility is leased through 3/30/2024 and will need extended through 9/30/2024 to meet the department's needs.

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 71,927.04

Current Year Cost \$ 71,927.04

Subsequent Year(s) Cost \$ 0

**Narrative**

This is an operating expense that was planned for in the 2024 Solid Waste Disposal budget. A new semi-truck has been ordered and the lease will no longer be needed once it is delivered.

**Amount****Budget Account**

Expense \$ 35,277.02

# 4490-44100-37148-54501

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Kenworth semi-truck lease extension with cost
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility’s semi-tractor was in an accident and rendered inoperable. Due to market conditions and new vehicle availability at that time a long-term lease was the most cost-effective option to replace the vehicle. A new semi-truck has been ordered now that availability has improved but is not built yet.</p> <p>The vehicle currently in use at the Facility is leased through 3/30/2024 and will need extended through 9/30/2024 to meet the department’s needs. An additional \$35,277.02 plus tax is needed for this extension, making the total annual cost \$71,927.04.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$35,277.02 additional for a total annual cost of \$71,927.04</u> Current year cost: \$71,927.04 Subsequent year(s) cost: 0  <b>Narrative:</b> <u>This is an operating expense that was planned for in the 2024 Solid Waste Disposal budget. A new semi-truck has been ordered and the lease will no longer be needed once it is delivered.</u>  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes  <b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?              Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



# KENWORTH SALES

# RENTAL AGREEMENT

RENTAL AGREEMENT 150-104936

CUSTOMER NUMBER 573-100691

Customer Details	
City of Spokane	
915 N Nelson St	
Spokane, Washington, 99202	
(509) 655-0959	
US DOT	
MC/CVOR #	
PO #	

Rental Unit Details			
Vehicle #	150-769	License Plate #	AM615
VIN	1XKZD49XXMJ440086		
Type	TADC		
Weight Limit (GVW/GCW)	80,000		
Fuel Out	8/8	Fuel In	
DEF Out	8/8	DEF In	
Odometer Out	50,700	Odometer In	
Hours Out		Hours In	

Driver Details	
Name	Terry Somers
DOB	***REDACTED***
License #	WDL3Z9T7633B
State	WA
Exp.Date	8/5/2025
Class	

Agreement Details			
Rental Type	Pure Rental		
Lease Unit #			
Date Due Back	9/30/2024	Time Due Back	12:00 PM PT
Date Out	4/1/2024	Time Out	08:00 AM PT
Date In		Time In	
Days Used			

**Terms**

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details			
	Rate	Quantity	Amount
Daily Rate	@ \$265.00	3	\$795.00
Weekly Rate	@ \$1,325.00	0	\$0.00
Monthly Rate	@ \$5,741.67	6	\$34,450.02
Mileage Rate	@ \$0.16	200	\$32.00
Hourly Rate	@		
<b>SUB TOTAL</b>			<b>\$35,277.02</b>
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Environment Fee	\$6.00	1	\$6.00
Smoking Fee	\$250.00	1	\$250.00
Liability	@		CP
Physical Damage	@		CP

Comments

Insurance Details
Customer to furnish liability insurance as specified in paragraph 5(b)
Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material / Interstate

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 4/1/2024

RENTED BY : Matt Schmidt CHECKED IN BY : \_\_\_\_\_

Kenworth Sales Company PacLease  
 6420 East Broadway  
 Spokane, WA 99212  
 (509) 535-5753

**Hours of Operation**  
 Mon-Fri : \_\_\_\_\_  
 Saturday : Closed  
 Sunday : Closed

**PACCENTRAL 24 HOUR EMERGENCY SERVICE**  
 1-800-759-2979





**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/13/2024

**Clerk's File #** OPR 2024-0244

**Cross Ref #**

**Project #**

**Council Meeting Date:** 07/15/2024

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	PW ITB 6028-23
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<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Requisition #</b>	CR 26424
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<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG		
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<b>Agenda Item Type</b>	Contract Item		
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<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
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<b>Agenda Item Name</b>	4490 CONTRACT AMENDMENT FOR STACK REPAIRS AND INSPECTION		
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**Agenda Wording**

Contract amendment with Gerard Chimney Company (St. Louis, MO) for stack repairs and inspection at the Waste to Energy Facility from 4/1/2024-12/31/2024. An additional \$275,000.00 is needed for a total cost of \$500,000.00.00 plus tax.

**Summary (Background)**

The Waste to Energy stack (chimney) is an integral part of the boilers and is required to be inspected regularly and have repairs made. Gerard Chimney was awarded the contract for the inspection and repair of the facility's stack for a total cost of \$225,000.00. During the inspection unanticipated emergent repairs were identified resulting in the need for an additional \$275,000.00, plus tax.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost	\$ 500,000.00
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Current Year Cost	\$ 500,000.00
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Subsequent Year(s) Cost	\$ 0
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**Narrative**

This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.

**Amount**

**Budget Account**

Expense	\$ 275,000.00	# 4490-44900-37145-54803
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Select	\$	#
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Select	\$	#
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Select	\$	#
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	\$	#
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	\$	#
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## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract amendment for stack repairs and inspection at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy stack (chimney) is an integral part of the boilers. If not kept in good working condition it could affect the facility's ability to comply with federal and state regulations and potentially present hazards to personnel. The stack is currently in need of repairs. Once repairs are complete, a final inspection is also needed, indicating no more work is necessary to maintain the stacks integrity.</p> <p>On January 8, 2024, bidding closed on PW ITB 6028-23 for these required stack repairs and inspection. Three responses were received and Gerard Chimney Company (St. Louis, MO) was the low cost bidder. The contract had a total cost not to exceed \$225,000.00 plus tax. There were unanticipated emergent repairs that were identified during the inspection resulting in the need for an additional \$275,000.00 plus tax for a total cost of \$500,000.00 plus tax.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$275,000.00 additional for a total contract cost of \$500,000.00 plus tax</u></p> <p>Current year cost: \$500,000.00</p> <p>Subsequent year(s) cost: 0</p> <p><b>Narrative:</b> <u>This is an unplanned but necessary expense and is a requirement of the facility's insurance provider. The additional funds needed for this work will be offset by adjustments in other planned maintenance in 2024.</u></p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p><b>Expense Occurrence</b>    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?</li> </ul>	

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

#### **Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**CITY OF SPOKANE**  
**CONTRACT AMENDMENT**  
**Title: STACK REPAIRS AND INSPECTION**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GERALD CHIMNEY COMPANY**, whose address is 4607 Beck Avenue, St. Louis, Missouri 63116, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Stack Repairs and Inspection; and

WHEREAS, additional repairs are needed beyond those set forth in the original contract, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 15, 2024 and April 11, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on April 1, 2024, and shall end December 31, 2024.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**GERALD CHIMNEY COMPANY**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 06/24/2024

**Committee Agenda type:** Consent

**Date Rec'd** 6/13/2024

**Clerk's File #**

**Cross Ref #**

**Project #** A&E 24-01

**Council Meeting Date:** 07/15/2024

**Submitting Dept** SOLID WASTE DISPOSAL

**Bid #**

**Contact Name/Phone** DAVID PAINE 625-6878

**Requisition #** CR 26426

**Contact E-Mail** DPAINE@SPOKANECITY.ORG

**Agenda Item Type** Contract Item

**Council Sponsor(s)** BWILKERSON JBINGLE KKLITZKE

**Agenda Item Name** 4490 CONTRACT FOR ENGINEERING SUPPORT SERVICES

**Agenda Wording**

Consulting Contract with HDR Engineering (Bellevue, WA) for cost estimation and engineering support services at the Waste to Energy Facility from 7/1/2024-6/30/2025 with a total cost not to exceed \$70,026.00 plus applicable tax.

**Summary (Background)**

The Waste to Energy Facility's ash house needs replaced due to continuous use and the corrosive nature of ash. This contract will provide a cost estimation for the demolition of the existing ash handling system, and the construction of a replacement system. After a review of three different Engineering Firms, HDR Engineering (Bellevue, WA) was selected based on the scoring criteria utilized in the City's A&E Services Evaluation process.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Approved in Current Year Budget? YES

Total Cost \$ 70,026.00

Current Year Cost \$ 70,026.00

Subsequent Year(s) Cost \$ 0

**Narrative**

This is a planned capital expense associated with the Facility's Ash House Refurbishment project.

**Amount**

**Budget Account**

Expense \$ 70,026.00

# 4490-44900-37145-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



**Continuation of Wording, Summary, Approvals, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Approvals**

**Dept Head**

AVERYT, CHRIS

**Division Director**

MILLER, KATHERINE E

**Accounting Manager**

ALBIN-MOORE, ANGELA

**Legal**

HARRINGTON,

**For the Mayor**

PICCOLO, MIKE

**Additional Approvals**

**PURCHASING**

NECHANICKY, JASON

**Distribution List**

Rob Berman, rob.berman@hdrinc.com

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	June 24, 2024
<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name</b>	David Paine
<b>Contact Email &amp; Phone</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 509-625-6878
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract for engineering support services at the Waste to Energy Facility
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility’s ash house needs replaced due to continuous use and the corrosive nature of ash. This contract is required to provide a cost estimation for the following future work to be implemented. This future work will include the demolition of the existing ash handling system including buildings and foundations, and the construction of a replacement system featuring additional metal recovery and enhanced dust collection. A 3rd party cost estimate is required for budgeting effectively for this future work and setting a basis plan for the overall project.</p> <p>After review of three different Engineering Firms, HDR Engineering (Bellevue, WA) was selected based on the scoring criteria utilized in the City’s A&amp;E Services Evaluation process.</p>
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$70,026.00 plus tax</u> Current year cost: \$70,026.00 Subsequent year(s) cost: 0	
<b>Narrative:</b> <u>This is a planned capital expense associated with the Facility’s Ash House Refurbishment project.</u>	
<b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
<b>Expense Occurrence</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>• What impacts would the proposal have on historically excluded communities?              Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.</li> </ul>	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?  
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: COST ESTIMATION  
ENGINEERING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 929 108th Avenue NW, Suite 1300, Bellevue, Washington 98004 as (“Consultant”), as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the purpose of this Agreement is to provide Cost Estimation / Engineering Services for Spokane Solid Waste Disposal Department, and*

*WHEREAS, the Consultant was selected from the MRSC Consulting Roster.*

*NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on July 1, 2023, and ends on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual agreement of the parties.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant’s progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY-THOUSAND TWENTY-SIX AND NO/100 DOLLARS (\$70,026.00)**, plus tax if applicable. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, Administrative Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

## **9. SOCIAL EQUITY REQUIREMENTS.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon



notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**HDR ENGINEERING, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments to this Contract:**  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – Consultant's Scope of Work  
24-108

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

**EXHIBIT B**

**FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of February, 2024, between City of Spokane (“OWNER”) a municipal corporation, with principal offices at 808 W. Spokane Falls Blvd., Spokane, WA 99201 and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Waste-To-Energy Facility Engineering and Cost Estimate (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- Direct Labor Costs times a factor of 3.20 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$70,026.00

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.



**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
CITY OF SPOKANE "OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**



April 16, 2024

Foster Newberg, P.E.  
City of Spokane - Waste-To-Energy Facility  
2900 S Geiger Blvd  
Spokane, WA 99208

**RE: Waste-To-Energy Facility Cost Estimation and Preliminary Engineering Services**

Dear Foster:

Thank you for selecting HDR Engineering, Inc. to provide you with a scope/budget and schedule for your Waste-To-Energy Facility Cost Estimation and Preliminary Engineering Services work.

HDR is fully committed and vested in the successful completion of this project. Thank you for the opportunity to offer our services and we look forward to working with you and your team. Should you require further clarification of this proposal, please do not hesitate to contact Project Manager, Wendy Mifflin, at (509) 929-3868 or [wendy.mifflin@hdrinc.com](mailto:wendy.mifflin@hdrinc.com).

Regards,  
HDR Engineering, Inc.

Wendy Mifflin  
Project Manager

Rob Berman  
Senior Vice President



## Background

The City of Spokane (City) selected HDR Engineering, Inc. (HDR) from the Municipal Research and Services Center (MRSC) roster as the top candidate to provide a scope, budget and schedule to evaluate and develop a plan and budgetary cost estimate for proposed work at their Waste-To-Energy Facility (WTEF). Requested services include preliminary design and planning level costing for demolition of existing ash system from approximately Column Line 2, drawing 01-27-103 – including the conveyor gallery, existing Ash Handling Building, and the Ferrous Metals Recovery Building. Also requested were a conceptual design for the construction of replacement structures and recommendations for associated equipment. Components for demolition and replacement include the structural steel, concrete, floors and associated equipment that are significantly deteriorated and in need of demolition and replacement.

It is understood that the Ash Conditioning Building, designed for conditioning fly ash, is not included in this review – but the fly ash will be added to the bottom ash for disposal purposes. It is the City's desire to improve the metals recovery system to remove ash more effectively from the ferrous metal and to consider adding non-ferrous recovery as a system enhancement.

## Scope of Services

### Task 1: Project Management

#### OBJECTIVE

The purpose of this task is to monitor and coordinate scope, schedule, and budget; and to provide monthly status reporting, accounting, and invoicing for the project.

#### HDR SERVICES

- Schedule, monitor, and allocate project resources based on schedule, budget, work plan, and activities.
- Provide frequent, scheduled communication with City Project Manager.
- Communications will include calls, emails, meetings, workshops, and other communication appropriate based on the activity.
- Prepare monthly electronic progress reports and invoices.

#### CLIENT RESPONSIBILITIES

- Timely review and payment of monthly invoices and Progress Reports.

#### KEY UNDERSTANDINGS

- Invoices and Progress Reports will be submitted electronically on a monthly basis.
- Progress Reports will be no more than two (2) pages and will include:
  - Summary of the work performed during the previous month
  - Work scheduled for current month
  - Identification of project issues
- HDR's Project Manager will be available for phone or email correspondence on project management issues or questions, but no in-person meetings are planned.
- Project duration will be approximately 7 months.

#### DELIVERABLES

- Monthly invoice and progress reports (electronic PDF).

## Task 2: Request for Information and Kick-Off Meeting

### OBJECTIVE

To develop the Request for Information and conduct the initial project Kick-Off Meeting.

### HDR SERVICES

- Upon Notice to Proceed (NTP), the HDR project team will issue a Request for Information (RFI) to the City, which will include as-builts of the current conveyor gallery, Ash Handling Building, Ferrous Metals Recovery Building, and associated equipment; along with other items as needed.
- The HDR project team will conduct a Kick-Off Meeting with City staff. One (1) HDR staff will attend the Kick-Off Meeting in-person and up to three (3) staff will attend virtually. Kick-Off Meeting will include the following:
  - Review of scope, goals, and objectives of the project.
  - Confirmation of elements to include in the concept level plan.
  - Discussion regarding task order budget and schedule.
  - Establishment of communications protocol between the City and HDR team.
  - Establishment of information needs for the project.

### CLIENT RESPONSIBILITIES

- Coordinate participants and attend Kick-Off Meeting.
- Provide as-built drawings for requested structures, buildings, equipment and scrubber systems, preferably electronically and within 7 days of RFI.

### ASSUMPTIONS

- Up to 1 HDR staff will attend the virtual Kick-Off Meeting in-person, and up to 3 HDR staff will attend virtually for a period of up to two hours.
- Preliminary design is based on information provided by the City and should be verified for detailed design.

### DELIVERABLES

- Kick-Off Meeting agenda and meeting notes (electronic Word format).

## Task 3: WTEF Ash Handling System Basis of Design Report

### OBJECTIVE

Develop Ash Handling System Basis of Design (BOD) Report for demolition and replacement of the ash handling system.

### HDR SERVICES

- Develop a concept-level BOD Report summarizing the design approach for the demolition and replacement of the WTEF ash handling system. The BOD Report will include basic design criteria and approach, descriptions and requirements for the proposed facilities and equipment, site requirements, and special features associated with the project. The BOD will be developed at a concept-level and is intended to be updated throughout the design process as a record of decisions and facility requirements. It is assumed that the BOD will consider the following for the demolition and replacement plan:
  - Ash Handling Building
  - Metal Recovery Building
  - Ash Management Equipment

- Ash conveyors and gallery from the “bowling alley” into the Ash Handling Building
  - Ash handling equipment
  - Metal recovery equipment
- Dust Control Equipment
- Site Modification (if required)
- Review and develop WTEF ash handling system demolition and replacement design concept to include site, and civil, preliminary design information. HDR will utilize existing drawings to identify demolition limits and required modification to existing structure(s). Equipment vendor information will be used to develop equipment arrangement(s) and define physical support requirements.
- The above information will be utilized to define the estimated unit pricing for structural, electrical, ventilation, fire suppression, water plumbing, and mechanical system requirements discussed in the BOD regarding major relevant subsystems.
- Develop an Opinion of Probable Construction Cost (OPCC) for the WTEF ash handling system demolition and replacement site improvements. The OPCC will be a Level 5 estimate, as defined by the Associations for the Advancement of Cost Estimating (AACE).

#### CLIENT RESPONSIBILITIES

- Provide one round of conflict-resolved and consolidated comments on draft BOD Report within two weeks of receipt of Report.

#### ASSUMPTIONS

- BOD will include a narrative of the project approach, design criteria, and facilities of the project. It will incorporate the conceptual level drawings and OPCC, which will be included as attachments.
- Design layout and equipment arrangements will be based on available vendor drawings and information, basemap, and facility documentation. No additional site survey or geotechnical investigation to be conducted during this phase of work.
- Facility and ash handling building layouts will include up to three (3) drawing sheets developed in Civil3D and CAD (no 3D BIM for this phase of work), and are anticipated to include:
  - Site plan arrangement
  - Ash Handling and Metal Recovery System building floorplan
  - Ash Handling and Metal Recovery System building elevations and cross sections
- Design concept will incorporate ash handling and metal recovery replacement equipment. No detailed design work or drawings is included in this scope.
- No coordination with regulatory agencies will be conducted during this phase of work.
- Engineer’s OPCC to be based on the 18R-97 AACE Class 5 estimate class (planning-level).
- To develop a preliminary OPCC, data from recent and similar studies and projects will be used, along with information obtained from equipment vendors, the City, and engineering judgment.
- Per the City of Spokane, HDR’s support of the City in development of the pre-design **does not preclude** HDR from being eligible for selection as the City’s design firm for detailed design.

#### DELIVERABLES

- Draft and Final Basis of Design Report (draft and final, electronic PDF format)

### Schedule

- Notice to Proceed (NTP) – Estimated May 15, 2024
- Kickoff Meeting with City staff – Within 2 weeks of NTP



- Issue Draft BOD Report – August 30, 2024
- Issue Final Basis of Design Report – September 30, 2024\*

\*Pending City comments are provided within 2 weeks of receipt of draft report

## Budget

Compensation for proposed services will be billed on a Time and Materials basis. The total fee for these services is not to exceed \$70,026.00, unless mutually agreed upon by HDR and the Client.

**Table X. Schedule of Fees**

TASK (OR MILESTONE)	AMOUNT
Task 1: Project Management	\$2,808.00
Task 2: RFI and Kick-Off Meeting	\$5,852.00
Task 3: WTEF Ash Handling System Basis of Design Report	\$61,366.00
<b>TOTAL</b>	<b>\$70,026.00</b>

## Terms and Conditions

These services are proposed to be completed under HDR’s standard Professional Services Agreement and Terms and Conditions.

This proposal is valid for 60 work days from the date of submission. Thereafter, it may be subject to change.

**EXHIBIT B**

**TERMS AND CONDITIONS**



# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

## 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS, ASSIGNS AND BENEFICIARIES**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

**13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status,

disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

#### **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

#### **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

## **22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

## **23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

## **24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: HDR ENGINEERING, INC.

Business name: H D R ENGINEERING INC

Entity type: [Profit Corporation](#)

UBI #: 601-021-437

Business ID: 001

Location ID: 0014

Location: Active

Location address: 835 N POST ST  
STE 101  
SPOKANE WA 99201-2126

Mailing address: 1917 S 67TH ST  
OMAHA NE 68106-2973

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Leavenworth General Business - Non-Resident</a>				Active	Sep-30-2024	Sep-29-2023
<a href="#">Quincy General Business - Non-Resident</a>				Active	Jun-30-2024	Sep-23-2019
<a href="#">Spokane General Business</a>	T12050150BU			Active	Jun-30-2024	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	Title
BUELL, ELIZABETH C.	



**Governing people**

**Title**

GRAFF, NEIL A.

HEANEY, KATHLEEN M P

HENDERSON, JOHN W.

KEEN, ERIC L

WIGNALL, DOUGLAS S.

**Registered Trade Names**

**Registered trade names**

**Status**

**First issued**

HDR ENGINEERING, INC.

Active

Feb-15-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/17/2024 9:59:19 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com		<b>FAX (A/C. No.):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		<b>NAIC #</b> 23035
	<b>INSURER B:</b> Ohio Casualty Insurance Company		24074
	<b>INSURER C:</b> Liberty Insurance Corporation		42404
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: W33526395

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-034	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-044	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(25)57919363	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-014	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane Attn: Brittany Kraft 808 W. Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 25830812

BATCH: 3454790



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Midwest, Inc.		<b>NAMED INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**Project Description:** City of Spokane Marshall Creek Development and Qualchan Twin Water System Capacity Analysis. HDR Project #10341703.

**Additional Insureds:** The City of Spokane (City), its agents, officers and employees.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>As required by written contract or agreement.</p>   
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-044  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

## **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-014  
\$

Effective Date 06/01/2024

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-034  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-044  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
<b>As required by written contract or agreement</b>		<b>30</b>

All other terms and conditions of this policy remain unchanged.

**Issued by Liberty Insurance Corporation**

**For attachment to Policy No. WA7-64D-444950-014 Effective Date 06/01/2024**

**Premium \$**

**Issued to HDR Engineering, Inc.**

**Endorsement**

**No.**

## Coe, Melanie

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**From:** Kraft, Brittany  
**Sent:** Thursday, May 9, 2024 11:47 AM  
**To:** Clerks - City of Spokane  
**Subject:** OPR 2021-0528 FW: Certificate of Insurance Requested for HDR Engineering, Inc. Cert Number W33526395 [25830812]  
**Attachments:** CityofSpokane\_W33526395.pdf

Good morning,

Could I please have the attached COI uploaded to OPR 2021-0528?

Thank you,

### BRITTANY KRAFT

CLERK III | ENGINEERING SERVICES

509.625.6302 | [bkraft@spokanecity.org](mailto:bkraft@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

The City of Spokane is required to comply with the Public Records Act (RCW 42.56). The information exchanged via email, including personal information, may ultimately be subject to disclosure as a public record.

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**From:** certificates@wtwco.com <certificates@wtwco.com>  
**Sent:** Thursday, May 9, 2024 10:14 AM  
**To:** Kraft, Brittany <bkraft@spokanecity.org>  
**Subject:** Certificate of Insurance Requested for HDR Engineering, Inc. Cert Number W33526395 [25830812]

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

## WTW CERTIFICATE CENTER

Please see the enclosed document(s) provided by the WTW Certificate Center. We trust this issuance is in compliance with your needs. However, if you have any questions or wish to discuss it in any way, please do not hesitate to contact us during our hours of operation: 7:00 AM to 7:00 PM (CST).

Please note, we do not automatically mail Proofs of Insurance issued midterm, unless specifically requested. To help ensure the appropriate party receives a copy, please be sure to provide electronic distribution instructions.

Certificate Holders can also access existing proofs of insurance and much more by registering or logging into myportal.proofsdirect.wtwco.com. To register, just a few details are needed from the existing certificate.

Thank you,

Ravi Chaurasia

WTW Certificate Center  
Phone: 877-945-7378



Fax: 888-467-2378  
Email: [certificates@wtwco.com](mailto:certificates@wtwco.com)  
Web: [www.wtwco.com](http://www.wtwco.com)