

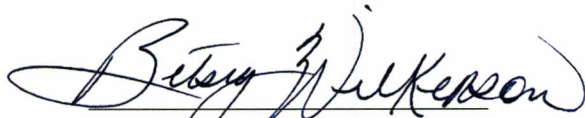
**SPECIAL MEETING NOTICE/AGENDA OF THE  
PUBLIC INFRASTRUCTURE, ENVIRONMENT, AND  
SUSTAINABILITY COMMITTEE**

**MEETING OF THURSDAY, JANUARY 23, 2025  
11:00 A.M. – CITY COUNCIL CHAMBERS**

A special meeting of the Public Infrastructure, Environment, and Sustainability Committee will be held at **11:00 A.M. on Thursday, January 23, 2025**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. Public testimony will be taken for any items on the agenda. Use the link on the following page to sign up to testify.

**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.



**Betsy Wilkerson**  
Council President



**Terri L. Pfister**  
Spokane City Clerk

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



## AGENDA FOR 11:00 A.M. THURSDAY, JANUARY 23, 2025

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **11:00 AM January 23, 2025**, in City 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 #2485 915 8312; 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 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/ppdRDj8FuXoYDkSy8>



## UPDATED AGENDA

### I. Call To Order

### II. Discussion Items

1. MONTHLY DIRECTOR'S REPORT - MARLENE FEIST (10 minutes)
2. 0320 - RESOLUTION APPROVING 2026 SAFE STREETS FOR ALL PROJECTS - ABIGAIL MARTIN (10 minutes)
3. 2025 CONSTRUCTION PROJECTS OVERVIEW - DAN BULLER (15 minutes)
4. 4490 CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING - CHRIS AVERYT (5 minutes)
5. 4490 DEPARTMENT OF ECOLOGY FUNDED CARBON CAPTURE STUDY - CHRIS AVERYT (5 minutes)
6. 5100 - PRE-PURCHASE APPROVAL FOR 8 REFUSE TRUCKS FOR SWC - CHRIS AVERYT (5 minutes)
7. 5100 - PRE-PURCHASE OF ASPHALT COLD PLANER FOR STREETS - CLINT HARRIS (5 minutes)
8. BOARD, COMMISSION, AND STAFF UPDATES - (10 minutes)

### III. Consent Items

1. 0370 – DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE -2020079 (ENGINEERING SERVICES)
2. 0370 – DESIGN CONTRACT WITH HORROCKS FOR 4 BRIDGES PROJECT 2023123 (ENGINEERING SERVICES)
3. 4100 AVISTA UPGRADE AT UPRIVER HYDROELECTRIC PROJECT (WATER & HYDROELECTRIC SERVICES)
4. 4100 EMERGENCY WEINMAN PUMP REPLACEMENT PARTS (WATER & HYDROELECTRIC SERVICES)
5. 4100 WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS (WATER & HYDROELECTRIC SERVICES)
6. 4100 WATERWORKS SERVICE BRASS AND BALL VALVE VALUE BLANKET RENEWAL (WATER & HYDROELECTRIC SERVICES)
7. 4490 PURCHASE OF BOILER LEVEL INDICATORS (SOLID WASTE DISPOSAL)

8. 4490 VALUE BLANKET FOR THE PURCHASE OF HYDROCHLORIC ACID (SOLID WASTE DISPOSAL)
9. 4490 VALUE BLANKET FOR THE PURCHASE OF HIGH CALCIUM QUICKLIME (SOLID WASTE DISPOSAL)
10. 4490 CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES (SOLID WASTE DISPOSAL)
11. 4490 CONTRACT RENEWAL FOR SCAFFOLDING SERVICES (SOLID WASTE DISPOSAL)
12. 4490 CONTRACT AMENDMENT FOR MINI-EXCAVATOR RENTAL (SOLID WASTE DISPOSAL)

**IV. Public Testimony**

**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 special date and time of **11:00 AM. February 20, 2025.**

**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:** 01/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/15/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

PUBLIC WORKS

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

MARLENE FEIST 509-625-6505

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

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

MONTHLY DIRECTOR'S REPORT

**Agenda Wording**

Monthly presentation of highlights and upcoming work from the Public Works Division to keep Council apprised.

**Summary (Background)**

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

**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. The dam provides energy to power pumps at some of our wells and excess power is sold. This results in lower rates for all of our Water customers.

**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?**

Public Works work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

**Council Subcommittee Review**



<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/15/2025

**Clerk's File #**

RES 2025-0005

**Cross Ref #****Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

CITY COUNCIL

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

ABIGAIL 625-6426

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

AMMARTIN@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

MCATHCART PDILLON ZZAPPONE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - RESOLUTION APPROVING 2026 SAFE STREETS FOR ALL PROJECTS

**Agenda Wording**

Resolution approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund, not to exceed \$2,200,000

**Summary (Background)**

The City Council is asked to annually authorize neighborhood traffic projects paid from the "Safe Streets For All Fund" (formerly known as the Traffic Calming Measures Fund). This resolution outlines the projects for 2026 construction, set forth in Exhibit A. The project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc. In addition, the resolution approves of continuation and expansion of the 2024 Adaptive Design pilot into year 2025, with additional adaptive design projects outlined in Exhibit B.

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

The funds from this program make our community safer via the traffic safety cameras (speed and photo red) and traffic calming (Spokane Safe Streets for All) projects

**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?**

The fund and its projects correlate with and mitigate safety concerns across our community.

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

The Spokane Police Department's collision data, data collected from our traffic engineers and the Streets Department, and neighborhood feedback all inform our approach to the program and fund expenditures.

**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 proposal is in line with the City Council's commitments and responsibility to neighborhoods, constituents, and our City's commitment to complete streets and safety for a multi-modal transportation network.

**Council Subcommittee Review**

Discussed at subcommittee meeting with Council Members Cathcart, Zappone, and Dillon, throughout 2024.

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	YES
Total Cost	\$ 2,200,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Projects selected based on historical methodologies as well as projected available funds in the Safe Streets for All Fund.	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes.	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	
<b>Division Director</b>	
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	
<b>Distribution List</b>	
	publicworksaccounting@spokanecity.org



## RESOLUTION NO. 2025-0005

A Resolution approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund.

**WHEREAS**, the City of Spokane maintains a special revenue fund into which revenues from automated traffic safety cameras are deposited, codified under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund,” and formerly known as the Traffic Calming Measures Fund; and

**WHEREAS**, Section 07.08.148 of the Spokane Municipal Code outlines the permissible uses of revenues in the “Safe Streets For All” Fund, including, but not limited to funding of “roadway infrastructure improvements with a demonstrable connection to safe systems improvements” as well as “implementation of adaptive design strategies” in the city’s roadways; and

**WHEREAS**, the City Council historically has adopted resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2024-0028 for the "Cycle 12" projects; and

**WHEREAS**, on July 10, 2023, the City Council adopted Resolution 2023-0057, which instituted a new allocation criteria and funding process for traffic calming projects that incorporates a four-year funding cycle, commencing with year 2024 and continuing through year 2027, and further taking into account the historical investment of traffic calming funds invested in each council district, the comparative costs of individual projects, and the most favorable timing for commencement of each project; and

**WHEREAS**, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

**WHEREAS**, on June 24, 2024, the City Council adopted Resolution 2024-0053, titled “Janet Mann Safe Streets Now!” and requesting implementation of pilot adaptive design strategies into traffic calming projects; and

**WHEREAS**, consistent with Resolutions 2023-0057, 2024-0028 and 2024-0053, and the expressed and continuing preferences of neighborhoods, the City Council endorses the use of revenues in the Spokane Safe Streets for All Fund for the projects identified in Exhibits “A” and “B” to this resolution, with the actual continuation of projects in 2026 to be as set forth in the resolution,

**NOW, THEREFORE, BE IT RESOLVED** that, consistent with its prior resolutions, the City Council approves of the use of revenues in the Safe Streets for All Fund for the traffic calming projects for the year 2026 as identified in Exhibit "A," and

**IT IS FURTHER RESOLVED**, that the City Council requests and approves of continuation of the Adaptive Design pilot in 2025, including those projects identified in Exhibit "B," and

**IT IS FURTHER RESOLVED**, the total cost of all projects approved under this resolution and charged to the Spokane Safe Streets for All Fund for years 2025 and 2026 shall not exceed \$2,200,000, and shall be selected from among those projects identified in the attached Exhibits A and B and

**IT IS FURTHER RESOLVED**, that additional traffic calming projects for the year 2027 shall be by separate resolution; and

**AND IT IS FURTHER RESOLVED** that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the "Cycle 12" projects in Resolution 2024-0028 or to otherwise affect projects already underway as of the date of this resolution.

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

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

Approved as to form:

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

RESOLUTION 2025-\_\_\_\_\_

EXHIBIT A

District 1

Hillyard- Bruce (Crestline to Lee, RRFB only)  
Hillyard- Market-Haven couplet (RRFB at Haven/Queen)  
Logan- Marietta Ave sidewalk

District 2

East Central- Goodwill crosswalk @ 3<sup>rd</sup>/Cowley  
Comstock- 37<sup>th</sup> (High to Bernard)  
Lincoln Heights- 11<sup>th</sup> Altamont corner treatment  
West Hills- Sandridge speed humps

District 3

Audubon/Downriver- NW Blvd (RRFB only)  
Emerson-Garfield- Buckeye/Washington (NB only)  
Northwest- Francis @ Fotheringham

RESOLUTION 2025-\_\_\_\_\_

Exhibit B

District 1

Bemiss- Regal @ Rich (traffic circle or bumpouts)  
Riverside- LPI implementation

District 2

East Central- 9<sup>th</sup> (Altamont to Perry)  
Grandview-Thorpe- 17<sup>th</sup> @ D Street  
Lincoln Heights- 17<sup>th</sup> (Havana to Rockwood)  
Manito/Cannon Hill- Bernard (18<sup>th</sup> to 21<sup>st</sup>)

District 3

North Indian Trail- Shawnee @ Farmdale



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/14/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

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

DAN BULLER (509) 625-6391

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

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?****Agenda Item Name**

2025 CONSTRUCTION PROJECTS OVERVIEW

**Agenda Wording**

2025 Construction Projects Overview

**Summary (Background)**

2025 Construction Projects Overview

**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, distribute public investment throughout the community, and 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**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/13/2025

**Clerk's File #**

OPR 2022-0169

**Cross Ref #****Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

IRFQU 5563-22

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Requisition #**

CR 27125

**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

4490 CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING

**Agenda Wording**

Contract renewal 1 of 2 with Jacobs Engineering Group, Inc. (Spokane, WA) for landfill groundwater monitoring, data analysis and report writing services from 3/10/25-3/9/26 and a cost not to exceed \$45,000.00 including tax.

**Summary (Background)**

The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. On January 12, 2022 bidding closed on IRFQu 5563-22 for Groundwater Monitoring Data Analysis and Report Writing Services. Jacobs Engineering was deemed the most qualified respondent and awarded a three year contract from 3/10/22-3/9/25, with the option of two additional one-year renewals, and a total cost not to exceed \$150,000.00. This will be the first renewal.



**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?**

Not applicable

**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**

Not applicable.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 45,000.00		
Current Year Cost	\$ 45,000.00		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This is a required testing service that is planned for annually in the Solid Waste Disposal landfill budget.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 17,000.00	# 4530-44800-53748-54201		
Expense \$ 15,000.00	# 4530-44850-53748-54201		
Expense \$ 13,000.00	# 4530-45600-53748-54201		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	SCHOEDEL, ELIZABETH		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Mary Beth Baxter, MaryBet.Baxter@jacobs.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



**City of Spokane**  
**CONTRACT RENEWAL #1 of 2**  
**Title: Groundwater Monitoring Data Analysis and Report Writing Services**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Jacobs Engineering Group, Inc.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201-1005, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Groundwater Monitoring Data Analysis and Report Writing Services, in accordance with IRFQu 5563-22; and*

*WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the first of those renewals.*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 21, 2022, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on March 10, 2025, and shall end March 9, 2026.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$45,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.



**ATTACHMENT 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)

**From:** Iverson, Anna <Anna.Iverson@jacobs.com>  
**Sent:** Thursday, December 5, 2024 11:48 AM  
**To:** Lennon, Jennifer <jlennon@spokanecity.org>  
**Subject:** RE: Jen, Please Take Action Plan According - OPR 2022-0169 Groundwater Monitoring Data Analysis and Report Writing Services

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Jen,

Here is the pricing. It maintains the 3% escalation we have in the original proposal. We did descope the number of hours for the CRU since we changed to Annual reporting vs the original proposed Quarterly. Let me know if you want the key staff at 24-25 per diam rates, but those are kept at the 3% too.

As a reminder the task 4 On Call it always set at 6k, and "resets" each year, I think over the last 3 years we billed maybe \$500 of the potential 18k.

	Task Name	Hours	2022 Costs	2023 Costs	2024 Costs	2025 Hours	2025 Costs
Task 1	NSLF MSW Cell	105	13,598.00	14,045.00	14,512.00	105.00	14,947.36
Task 2	NSLF Closed Refuse Unit	112	14,369.00	14,849.00	15,321.00	80.00	12,700.58
Task 3	SSLF	65	8,342.00	8,634.00	8,988.00	65.00	9,257.64
Task 4	On Call Support		6,000.00	6,000.00	6,000.00		6,000.00
Task 5	Project Management	42	6,048.00	6,250.00	6,450.00	42.00	6,643.50
		<b>324</b>	<b>48,357.00</b>	<b>49,778.00</b>	<b>51,271.00</b>	<b>292.00</b>	<b>49,549.08</b>

Let me know what else you need,  
Anna

Anna Iverson P.E. |  | Civil/Environmental Engineer | Direct: 509.464.7239 | Cell: 206.856.0377 | [Anna.Iverson@jacobs.com](mailto:Anna.Iverson@jacobs.com) | [www.jacobs.com](http://www.jacobs.com)

[Browse our Jobs!](#)

Upcoming Out of Office: None



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** JACOBS ENGINEERING GROUP INC.

**Business name:** JACOBS ENGINEERING GROUP INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-008-037

**Business ID:** 001

**Location ID:** 0005

**Location:** Active

**Location address:** 999 W RIVERSIDE AVE  
STE 500  
SPOKANE WA 99201-1005

**Mailing address:** 6312 S FIDDLERS GREEN CIR  
STE 300N  
GREENWOOD VILLAGE CO 80111-4927

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business</a>				Active	Feb-28-2025	Oct-30-2018

### Governing People May include governing people not registered with Secretary of State

Governing people	Title
BANGE, SCOTT	
HANBICKI, EDWARD	
HSU, CHIN CHANG (MIKE)	
JOHNSON, JUSTIN	
PRAGADA, ROBERT V.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/3/2025 11:12:30 AM

[Contact us](#)

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[Take our survey!](#)

Don't see what you expected?  
[Check if your browser is supported](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2024

OPR 2022-0169

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).

PRODUCER LIC #0437153 1-212-948-1306  
 Marsh Risk & Insurance Services  
 CIRT Support@jacobs.com  
 633 W. Fifth Street  
 Los Angeles, CA 90071 USA

INSURED  
 Jacobs Engineering Group Inc.  
 C/O Global Risk Management  
 555 South Flower Street, Suite 3200  
 Los Angeles, CA 90071 USA

CONTACT NAME:  
 PHONE (A/C, No, Ext):  
 E-MAIL ADDRESS:  
 FAX (A/C, No): 1-212-948-1306

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE AMER INS CO	22667
INSURER B: INDEMNITY INS CO OF NORTH AMER	43575
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

RECEIVED

JUN 17 2024

CITY CLERK'S OFFICE

## COVERAGES

CERTIFICATE NUMBER: 750960527

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C5072041A STOP-GAP COV	07/01/24	07/01/25	<input type="checkbox"/> PER STATUTE <input checked="" 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
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Dorothy Javorsky. CONTRACT MGR: Dorothy Javorsky. RE: Consultant Agreement 3/10/22: Groundwater Monitoring Data Analysis & Report Writing Services. CONTRACT NUMBER: OPR 2022-0169. CONTRACT END DATE: 2025-03-09. PROJECT NUMBER: IRFQU 5563-22. SECTOR: Private. City of Spokane, its officers and employees are added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. \*THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.\*

## CERTIFICATE HOLDER

## CANCELLATION

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

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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Marsh Risk & Insurance Services  
CIRTS\_Support@jacobs.com  
633 W. Fifth Street

Los Angeles, CA 90071  
USA

# EBIX BPO

CITY OF SPOKANE  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201-3301



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To find out how you can send and receive all of your certificates of insurance either by email, high speed fax or standard mail, email [customercare@confirmnet.com](mailto:customercare@confirmnet.com) or visit our website at [www.confirmnet.com](http://www.confirmnet.com)

cc: Dorothy Javorsky (EMAIL)

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.

764\_4



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
06/04/2024

NAME OF INSURED: Jacobs Engineering Group Inc.



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/10/2025

**Clerk's File #**

OPR 2025-0073

**Cross Ref #****Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

SOLID WASTE DISPOSAL

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

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

4490 DEPARTMENT OF ECOLOGY FUNDED CARBON CAPTURE STUDY

**Agenda Wording**

Award of \$650,000.00 from the Department of Ecology to fund a feasibility and engineering study on carbon emissions reduction, to be conducted by Carbon Quest at the Waste to Energy Facility in 2025.

**Summary (Background)**

The Washington State Department of Ecology is awarding the Waste to Energy Facility \$650,000.00 of Climate Commitment Act funding for a feasibility and engineering study on carbon emissions reduction. This funding could not be utilized prior to Jan. 1, 2025 and the study must be completed and funds spent no later than June 30, 2025. In an effort to meet the short deadline, a scope of work has been preemptively developed by Carbon Quest for this study. The Solid Waste Disposal Department is seeking approval of the funding from the Dept. of Ecology and a Sole Source Resolution with Carbon Quest to perform the study. This is a place holder for these documents to expedite the approval process, final documents will be included prior to Council consent.

**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 650,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
This is a one-time appropriation of Climate Commitment Act funds for a study that will look at the costs for carbon capture and possible revenue streams that could come from the byproduct of the captured carbon.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 650,000.00
Select	# 4490
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>	
No	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
The outcome of this study could create future revenue generation streams.	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	<b>ACCOUNTING -</b> BAIRD, CHRISTI
<b>Division Director</b>	
<b>Accounting Manager</b>	
<b>Legal</b>	
<b>For the Mayor</b>	
<b>Distribution List</b>	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

***Interagency Agreement Template, version 1/25/2024***

***Use this template when both parties are a governmental entity or a public agency as defined in RCW 39.34.020. Used when purchasing a service or cooperating on a joint project/action.***

***(Remove this note before use)***

**IAA No. Click or tap here to enter text.**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**The City of Spokane**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Spokane hereinafter referred to as “**Spokane**” and “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is for a **feasibility and engineering study for the city of Spokane’s waste to energy plant carbon emissions reductions project.**

**WHEREAS**, **ECOLOGY** has legal authority (Chapter 376, Section 302 (65), Laws of 2024) and City of Spokane has legal authority (Chapter 376, Section 302 (65), Laws of 2024) that allows each party to undertake the actions in this agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SCOPE OF WORK**

**CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

## 2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **January 27, 2025**, or the date of final signature, whichever comes later, and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

## 3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is (Chapter 376, Section 302 (65), Laws of 2024, State of Washington). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed six-hundred and fifty thousand dollars (\$650,000), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

## 4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington  
Department of Ecology  
Climate Pollution Reduction Program  
Attn: Anthony Abbott  
PO Box 47600  
Olympia, WA 98504-7600

You may also email any payment requests to Anthony Abbott at [anto461@ecy.wa.gov](mailto:anto461@ecy.wa.gov)

Payment requests may be submitted on a Monthly basis **or** at the completion of the work. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **6. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **7. ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8. CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10. FUNDING AVAILABILITY**

ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.



State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

**11. GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

**12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**13. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, **number** .
- d. Appendix A, *Statement of Work and Budget*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

**14. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

**15. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

#### **16. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

#### **17. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **18. SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

#### **19. SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

#### **20. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **21. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

**22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

**23. AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**The ECOLOGY Representative is:**

Name: Anthony Abbott  
Address: 300 Desmond Dr SE, Lacey WA  
98513  
Phone: (564) 233-1974  
Email: anto461@ecy.wa.gov

**The City of Spokane Representative is:**

Name:  
Address:  
Phone:  
Email:



**APPENDIX A**  
**STATEMENT OF WORK AND BUDGET**

This contract satisfies session law Chapter 376 Section 302 (65) (page 594) [5950-S.SL.pdf](#), which states:

\$650,000 of the climate commitment account—state appropriation is provided solely for a feasibility and engineering study for the city of Spokane's waste to energy plant carbon emissions reductions project. Funds provided in this subsection may not be expended or obligated prior to January 1, 2025. If Initiative Measure No. 2117 is approved in the general election, this subsection is null and void upon the effective date of the measure.

As part of its mission to decarbonize hard to abate industries, the City of Spokane and CarbonQuest are seeking to evaluate the feasibility of installing a carbon capture and storage (CCS) in the City of Spokane Waste to Energy plant. To facilitate the successful deployment of this system, CarbonQuest is looking to complete a Front-End Engineering Design (FEED) study alongside a qualified Independent Engineering Consultant. The goal is to evaluate feasibility and conduct the conceptual engineering of the potential project. The outcome of installing the CCS will ensure the WTE plant reduces its emissions and complies with the Climate Commitment Act (CCA). This work will proceed in two phases.

Phase 1: Feasibility Study: Initial assessment to identify current operational profile, determine adequate CCS size, and evaluate site-specific requirements and constraints. Including CCS size selection.

Phase 2: Design Development: Detailed CCS design, including site infrastructure upgrades.

**Task 1: Project Kick-Off Report**

A report in PDF format containing the following:

- Description of kick-off event for the feasibility study and conceptual engineering for carbon capture study (CCS) at the City of Spokane Waste to Energy plant. This report will include:
  - Copy of Agenda
  - A summary of decisions made
  - Contact Information for principal managers of this project at City of Spokane and CarbonQuest, including for each affiliation, phone, email, and address
  - Proof that participants hold required credentials for the contracted work.
- Timeline for project milestones and deliverables with description each.

Due Date: February 28, 2025

**Task 2: Feasibility Study Report**

A report in PDF format confirming delivery and detailing contents of Phase 1 deliverables received by the City of Spokane containing the following:

State of Washington, Department of Ecology  
 IAA No. Click or tap here to enter text.  
 Entity Name: Click or tap here to enter text.

- Assessment of the work’s quality, including compliance with relevant statutes
- An appendix containing all deliverables received by City of Spokane to include:
  - Copy of the feasibility study
  - Required infrastructure modifications
  - Site selection for CCS of City of Spokane Waste to Energy Plant
  - Any final deliverables occurring due variance

Due Date: June 1, 2025

**Task 3: Design and Development Report**

A report in PDF format confirming delivery and detailing contents of Phase 2 deliverables received by the City of Spokane containing the following:

- Assessment of the work’s quality, including compliance with relevant statutes
- An appendix containing all final deliverables received by City of Spokane to include:
  - Documents prepared to file permits
  - Documents prepared for delivery to engineering, procurement, and construction partners
  - Any final deliverables occurring due variance

Due Date: June 15, 2025

**Document Accessibility Requirements**

**(Use language if you plan to publish, post, or host any delivered documents on Ecology’s public web site.)**

**Commented [EP1]:** Is this going to be publicly available?

**Commented [AA2R1]:** I do not know if this is required..

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY’s public web site, **namely, (identify documents here)**.... The CONTRACTOR shall provide these documents in both their “native format” (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker’s report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

**Budget:**

Item	Description	Amount
1	<b>Project Kick-Off Report</b>	\$260,000
2	<b>Feasibility Study Report</b>	\$195,000
3	<b>Design and Development Report</b>	\$195,000
	<b>Total Project Cost</b>	\$650,000

**APPENDIX B**  
**SPECIAL TERMS AND CONDITIONS**

1) Archaeological And Cultural Resources

*(Use language if applicable to the work by the Contractor. Delete if not used.)*

CONTRACTOR shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

CONTRACTOR must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

CONTRACTOR shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
  - For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds, as required by applicable state and federal requirements.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

CONTRACTOR shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
    - Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
  - d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
    - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY.
  - e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

State of Washington, Department of Ecology  
IAA No. Click or tap here to enter text.  
Entity Name: Click or tap here to enter text.

## 2) Environmental Data Standards

*(Use language if applicable to the work by the Contractor. Delete if not used.)*

- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
- Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
  - Use ECOLOGY’s QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY’s *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
  - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
- c) CONTRACTOR shall follow ECOLOGY’s data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- 3) Accessibility Requirements for Covered Technology

*(Use language if you plan to published, posted, or hosted any delivered documents on ECOLOGY’s public web site. Delete if not used.)*

CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to “covered technology.” This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY’s public web site.

## 4) Climate Commitment Act Branding

This contract is supported with funding from Washington’s Climate Commitment Act (CCA). The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [Home | Climate \(wa.gov\)](#).

Department of Ecology received funding from Washington’s Climate Commitment Act (CCA) for the work under this contract. To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported

**Commented [EP3]:** We’re looking for environmental data right? Is this something you want?

**Commented [AA4R3]:** Not in the sense of EIM requirements.



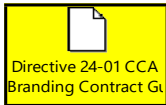
State of Washington, Department of Ecology  
IAA No. [Click or tap here to enter text.](#)  
Entity Name: [Click or tap here to enter text.](#)

program to ensure consistent logo branding and funding acknowledgments are used in all communications and included in funding agreements and contracts.

The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The logo branding and funding acknowledgments requirements apply to all contractors, subcontractors, service providers, and others who assist the CONTRACTOR in implementing this contract. CONTRACTOR is to contact ECOLOGY if unsure about how to apply CCA requirements to the work under this contract.

***For details on the CCA requirements review the below document:***



**NOTE:** If project involves IT, check with ITSO and Contracts Unit for Special IT Terms and Conditions.

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/8/2025

**Clerk's File #**

OPR 2025-0065

**Cross Ref #****Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

FLEET SERVICES

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

RICK GIDDINGS 625-7706

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

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

KKLITZKE JBINGLE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100 - PRE-PURCHASE APPROVAL FOR 8 REFUSE TRUCKS FOR SWC

**Agenda Wording**

Fleet Services would like preapproval to purchase 8 RNG powered refuse trucks for Solid Waste Collections. Total cost is not to exceed \$4,200,000.

**Summary (Background)**

Solid Waste Collections 2025 CIP purchase plan includes trucks as specified or similar to the following: (4) 2025 Peterbilt 520 chassis equipped with Roll Off bodies, (2) Autocar ACX64 Chassis equipped with Front Loader bodies, and (2) Battle Motors chassis equipped with Rear Loader bodies. Preapproval allows us to secure HD chassis early and avoid anticipated HD vehicle shortages caused by Washington State CARB rule adoption. All trucks will be purchased using pre-competed contracts.

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

None 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?**

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

**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?**

Aligns with City CIP Plan and City Centralized Fleet Policy.

**Council Subcommittee Review**

A subcommittee is not available for this topic.

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ \$4,200,000
Current Year Cost	\$ \$4,200,000
Subsequent Year(s) Cost	\$ 0
<b><u>Narrative</u></b>	
Trucks will be purchased using pre-competed contracts such as SourceWell or DES following all City competitive purchasing rules.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 4,200,000
Select	# 4500-45900-94370-56404-99999
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
Replacement of older diesel units that have exceeded their economic lifecycle helps to reduce carbon emissions and saves maintenance and fuel costs.	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	STRATTON, JESSICA
<b>Accounting Manager</b>	BAIRD, CHRISTI
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	rgiddings@spokanecity.org
Tprince@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/13/2025
		<b>Clerk's File #</b>	OPR 2025-0066
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	FLEET SERVICES	<b>Bid #</b>	SOURCEWELL
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Requisition #</b>	RE 20653
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE JBINGLE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	5100 - PRE-PURCHASE OF ASPHALT COLD PLANER FOR STREETS		

**Agenda Wording**

Fleet Services would like pre-purchase approval for a Caterpillar PM-312 Asphalt Cold Planer (Grinder) for the Street Department.

**Summary (Background)**

Most of the specification process for the Caterpillar PM312 is complete. Pre-purchase approval is necessary so that machine can be ordered in time to receive before summer paving season begins. This machine will replace an older unit that has become very costly to maintain. Unit will be purchased from Western States Equipment in Spokane using a Sourcewell contract. Cost is not to exceed \$600,000 including sales tax.

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

None 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?**

Data will not be collected.

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

Lifecycle cost data is collected by Fleet Services for future analysis.

**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?**

Aligns with City CIP plan and Centralized Fleet Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ \$600,000		
Current Year Cost	\$ \$600,000		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
Unit will be purchased using a pre-competed Sourcewell contract following all City competitive purchasing rules. Maintenance for the new equipment will be substantially less than existing unit.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 600,000	# 5110-71700-94440-56404-55007		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> One-Time			
<b>Funding Source Type</b> Reserves			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	STRATTON, JESSICA		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
	rgiddings@spokanecity.org		
Tprince@spokanecity.org			



Liberty Lake  
 20150 E Cataldo Ave Liberty Lake, WA 99016  
 509.535.1744

# SALES AGREEMENT

AGREEMENT: Q000395932-1  
 AGREEMENT DATE: 12/12/2024  
 AGREEMENT EXPIRES: 1/11/2025  
 WAREHOUSE: Liberty Lake Machine Sales  
 CUSTOMER NO.: 8202482  
 CUSTOMER PO:  
 SALESMAN: Eric J Druffel

**SOLD TO:**  
 City Of Spokane - Fleet Services  
 Attn: Fleet Service & Equip/Utility  
 915 N Nelson St  
 Spokane, WA 99202-3769

**SHIP TO:**  
 Office  
 Attn: Fleet Service & Equip/Utility  
 915 N Nelson St  
 Spokane, WA 99202-3769

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar PM312-02 S/N: TBD	\$697,048.00
● Delivery Freight	
● New Warranty - 24 mo 1,000 hrs - POWERTRAIN + HYDRAULICS + TECH	
List Price Discount - 20% Sourcewell Discount -	(\$139,409.60)
List Price Discount - 5% Additional Dealer Discount -	(\$34,852.40)

Notes		
	Before Tax Balance	\$522,786.00
	Sales Tax	\$47,050.74
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$569,836.74</b>

Western States Equipment	City Of Spokane - Fleet Services
Order Received by _____	Approved and Accepted by _____
Title <u>Vice President of Sales</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.





# SALES AGREEMENT

NO.: Q000395932-1

## EQUIPMENT DETAILS

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5953155 PM312 02C COLD PLANER	0P9003 LANE 3 ORDER
5953153 MACHINE, PM3 COMMON	5844906 ENGINE, CAT C9.3
6116112 GUARD, EXHAUST	5776234 TRACK, CONVERSION
6057015 VENTILATION SYSTEM	3816575 LIGHTS, HALOGEN
6127804 PRODUCT LINK, CELLULAR PLE743	5220126 ROTOR, K STD - 15 MM
6052803 DISCHARGE CONVEYOR, HYD. FOLD	3817333 PORT, FILLING, WATER TANK
5483070 GUIDE, STANDARD STEERING	5985360 GUARD, ROTOR TURNING DEVICE
5772980 CONTROL, GRADE	3817320 CONTROL, SLOPE
0P2587 COMMISSIONING, NOT NEEDED	5772995 INSTRUCTIONS, ANSI
6021089 OIL, HYD, STANDARD	4818732 LIGHT, HAZARD, CANOPY
5692838 PUMP ACCESSORY DRIVE	5666910 CANOPY, FOLDING, HYDRAULIC
6264169 DISPLAY, OPTIONAL	4218146 REAR CAMERA
3817314 CONVEYOR CAMERA	5427915 CAMERA, LH DRUM EDGE
5515925 CAMERA, CUT TRACKING	3764134 PNEUMATIC BIT REMOVAL TOOL
5614359 ROTOR TURNING DEVICE	5968517 PNEUMATIC COMPRESSOR SYSTEM
6105017 DUST REDUCTION, ADDITIONAL	6001364 PUMP, WASHING, HIGH PRESSURE
4824046 BALLAST KIT	4218926 SERIALIZED TECHNICAL MEDIA KIT
0F5109 CERTIFICATE OF ORIGIN	0G0044 ROLL ON-ROLL OFF

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this SA by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or (3) the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Title: Vice President of Sales \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
<b>OWNER's NAME</b> City Of Spokane - Fleet Services			<b>OWNER PHONE</b>	
<b>OWNER ADDRESS, CITY and ZIP CODE</b> Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
<b>EXTENDED WARRANTY COVERAGE</b> New Warranty - 24 mo 1,000 hrs & POWERTRAIN + HYDRAULICS + TECH				
<b>MODEL</b>	<b>PRODUCT DESCRIPTION</b>	<b>HOURLY METER</b>	<b>SERIAL NUMBER</b>	<b>DELIVERY DATE</b>

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

**OWNER/LESSEE SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

**DEALER SIGNATURE :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

<b>Purchase Application</b> <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	<b>PURCHASER NAME</b>	<b>DATE MACHINE SOLD</b>	<b>DATES INSPECTION COMPLETED &amp; APPROVED</b>	
	<b>ADDRESS (STREET, RR)</b>	<b>(CITY/TOWN)</b>	<b>(STATE)</b>	<b>(ZIP CODE)</b>
	<b>TRANSFER HOUR METER READING</b>	<b>SIGNATURE OF NEW BUYER</b>	<b>DEALER CONFIRMATION</b>	

By signing this agreement I agree to the terms on the following pages.

## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**

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First Name

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Last Name

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Email

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Phone

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Company

## WHAT WOULD YOU LIKE ACCESS TO?

- VisionLink<sup>®</sup> (fleet management)
- Parts.Cat.Com/Cat<sup>®</sup> Central (buy parts online)
- Cat<sup>®</sup> Inspect (paperless inspection platform)
- Cat<sup>®</sup> SOS Manager (oil samples)
- Cat<sup>®</sup> Rental Store (manage equipment rentals)
- Cat<sup>®</sup> SIS (service & parts information)





STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: May 04, 2024

Unified Business ID #: 600394624

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

Profit Corporation

WESTERN STATES EQUIPMENT COMPANY  
CAT RENTAL STORE  
20150 E CATALDO AVE  
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE

### CITY/COUNTY ENDORSEMENTS:

- LIBERTY LAKE GENERAL BUSINESS - ACTIVE
- PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS - ACTIVE
- MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BL2023-0412 - ACTIVE

### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 600394624 001 0001

STATE OF WASHINGTON

Expires: Apr 30, 2025

WESTERN STATES EQUIPMENT COMPANY  
CAT RENTAL STORE  
20150 E CATALDO AVE  
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE  
LIBERTY LAKE GENERAL BUSINESS - ACTIVE  
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS -

Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/15/2025

**Clerk's File #**

OPR 2025-0064

**Cross Ref #****Project #**

2020079

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

ENGINEERING SERVICES

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

DAN BULLER 6391

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

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Engineer Construction Contract

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

0370 – DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE - 2020079

**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for Desmet Avenue and Superior Street Sewer Reroute - \$\_\_\_ plus tax. An administrative reserve of \$\_\_\_ plus tax, which is 10% of the contract, will be set aside. (Logan Neighborhood Council)

**Summary (Background)**

This project replaces approximately 700' of existing 10" concrete pipe alongside the Centennial Trail and the RR and beneath the RR with 10" PVC. The existing pipe has multiple low spots where solids settle out resulting in the need to frequently clean the pipe. This project does not affect vehicular or train traffic but will require a detour of the Centennial Trail. This maintenance project is locally funded and planned for summer 2025. On \_\_\_\_\_, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$\_\_\_, which is \$\_\_ or \_\_% (above/below) the Engineer's Estimate of \$925,000.00. \_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

**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, distribute public investment throughout the community, and 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.

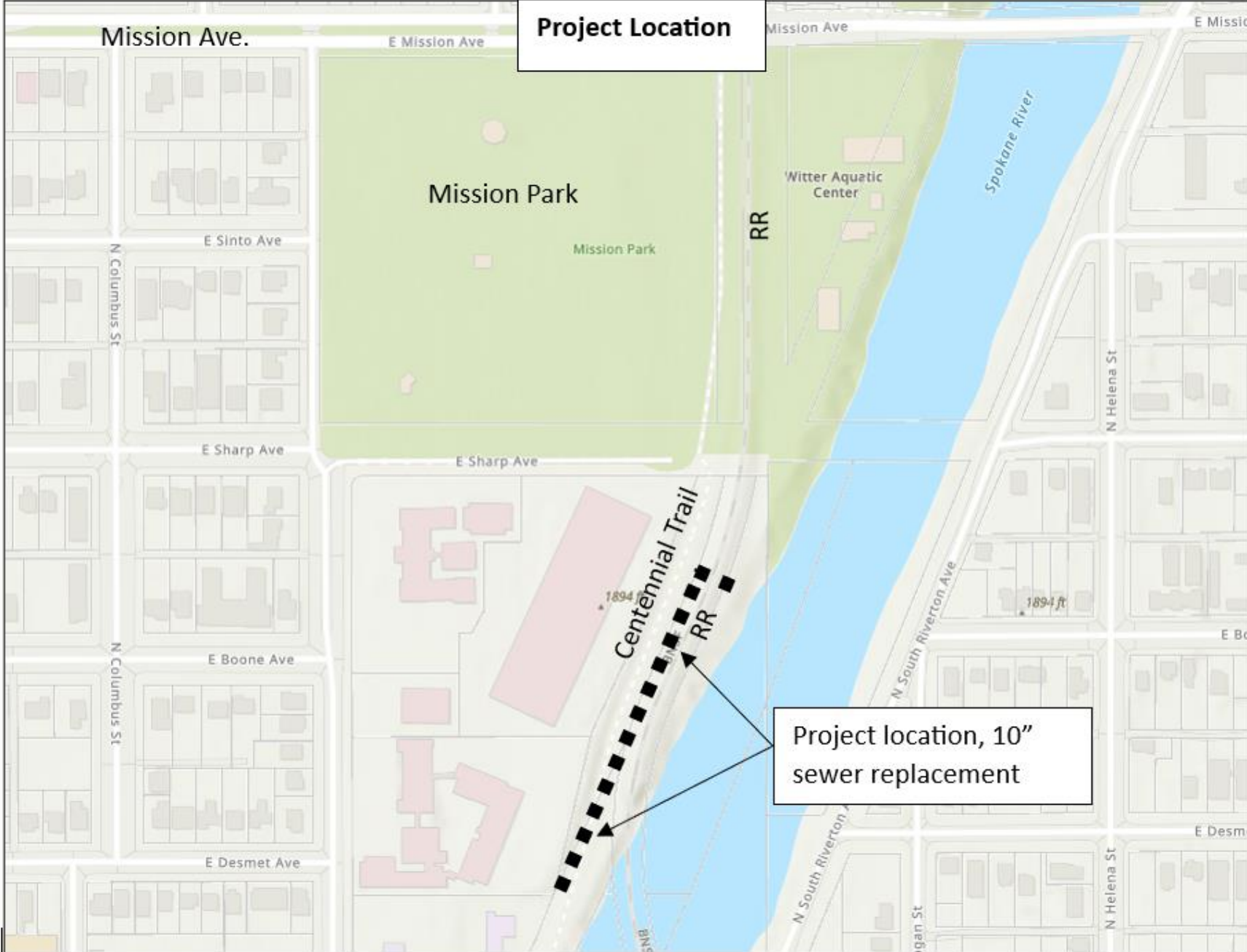
**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 925,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 925,000.00	# 11
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	N/A
<b>Funding Source Type</b>	Select
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	eraea@spokanecity.org
pyoung@spokanecity.org	jradams@spokanecity.org



**Project Location**

Project location, 10" sewer replacement

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent

<b>Date Rec'd</b>	1/15/2025
<b>Clerk's File #</b>	OPR 2025-0063
<b>Cross Ref #</b>	
<b>Project #</b>	2023123
<b>Bid #</b>	
<b>Requisition #</b>	

**Council Meeting Date:**

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Engineer Construction Contract
<b>Council Sponsor(s)</b>	KKLITZKE

**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** 0370 – DESIGN CONTRACT WITH HORROCKS FOR 4 BRIDGES PROJECT**Agenda Wording**

Consultant agreement with Horrocks LLC (Pleasant Grove, UT) for the design of the bridge deck preservation and repair of four bridges - Greene Street, Havana Street, and two Freya Street bridges - \$364,921.86. An administrative reserve of \$36,492.19, which is 10% of the contract, will be set aside.

**Summary (Background)**

Engineering Services issued an RFQ for firms qualified to design bridge deck rehabilitations at four bridges (Greene Street over the Spokane River, two Freya Street bridges over the railroad tracks, Havana Street over the railroad tracks). In accordance with RCW 39.80, Horrocks LLC was judged to be the most qualified firm and was therefore selected. A design fee of \$364,921.86 was negotiated and a 10% administrative reserve has been set aside.

**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, distribute public investment throughout the community, and 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**

N/A



<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 364,921.86
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 364,921.86	# 11
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Grant
<b>Is this funding source sustainable for future years, months, etc?</b>	
<b>Expense Occurrence</b>	N/A
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<b>Distribution List</b>	
jake.menard@horrocks.com	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	eraea@spokanecity.org

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA10951

Firm/Organization Legal Name (do not use dba's): <b>Horrocks LLC</b>	
Address 2162 W. Grove Pkwy., Suite 100, Pleasant Grove, UT 84062	Federal Aid Number <b>BHM-9932(079)</b>
UBI Number <b>602-884-898</b>	Federal TIN <b>87-0296502</b>
Execution Date <b>February 17, 2025</b>	Completion Date <b>December 31, 2026</b>
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>2023123 - Greene, Freya, Havana Bridge Deck Preservation &amp; Repair</b>	
Description of Work Design contract for bridge deck rehabilitation on four bridges - Greene Street, Havana Street, and two Freya Street bridges.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 362,921.86

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<a href="#">Exhibit B</a>	DBE Participation
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<a href="#">Exhibit H</a>	Liability Insurance Increase
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Boulevard  
City: Spokane State: WA Zip: 99201  
Email: [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org)  
Phone: 509-625-6700  
Facsimile:

If to CONSULTANT:

Name: Jake Menard  
Agency: Horrocks LLC  
Address: 714 N. Iron Bridge Way, Suite 201  
City: Spokane State: WA Zip: 99202  
Email: [jake.menard@horrocks.com](mailto:jake.menard@horrocks.com)  
Phone: 509-241-8775  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

**LA10951**

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.



The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Engineering Services  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Boulevard  
City: Spokane State: WA Zip: 99201  
Email: eraea@spokanecity.org  
Phone: 509-625-6700  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

**Exhibit A**  
**Scope of Work**

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Project No. 2023123

See attached.





# GREENE, FREYA, HAVANA BRIDGE DECK REHAB SCOPE OF WORK

Prepared For: City of Spokane

Prepared By: Horrocks

Date: January, 2025



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## Project Overview

This project will develop a bid package for the construction of bridge deck repair work for four City of Spokane Bridges: Greene St. OC Spokane River (SID 08514600), Freya Way OC UPRR (SID 08524100), Freya OC BNSF (SID 08815300), and Havana OC BNSF (SID 08851300). The project is federally funded through the WSDOT Highways & Local Programs Bridge Program.

## Project Coordination

- The text uses the following references for the owner and their representative, the prime consultant, and their subconsultants:
- CITY = City of Spokane (Project Sponsor and Client)
- WSDOT = WSDOT Highways and Local Programs personnel tasked with the review of the final PS&E readiness.
- Horrocks = Horrocks is the Prime Consultant and will perform project management, roadway design, traffic analysis & design, structural lead, utilities, public involvement, environmental services, and QC/QA
- CivTech = CivTech is a subconsultant to Horrocks and will perform traffic control and roadway design.

### Duration

The estimated duration for this scope of work is twelve (12) months.

## Assumptions

- CITY is the agreement administrator and will manage the contract.
- Design Services During Construction (DSDC) will be included in a future agreement.
- Freya OC BNSF, Freya Way OC UPRR, and Havana OC BNSF will include polyester concrete overlays
- Greene St OC Spokane River will utilize a 2" modified concrete overlay.
- All environmental documentation and permits will be performed by the CITY.

## Items to be Provided by CITY

- Relevant documentation from projects in the study area.
- Environmental documents noting any previously approved detour routes.
- Existing bridge inspection reports and as-builts.

The following milestone schedule outline is proposed as a guide for developing the detailed project CPM schedule. Delays by CITY or other reviewing agencies may require recalculation and/or extension of the overall project schedule.

- PS&E Documents Complete December 2025

## Task 1: Project Management

### 1.1 PROJECT INITIATION

Consultant will set up the project files and prepare a Project Management Plan (PMP) for use by the project team. The PMP will include key project information such as team contact information, communication protocols, project delivery process, key milestones and Work Products, and the Quality Management Plan (QMP). The Consultant will also setup and execute all subconsultant agreements.

#### Assumptions

- Consultant's standard format for the PMP and QMP will be used.

#### Work Products

- Project Management Plan (including QMP)

### 1.2 TEAM AND PROGRESS MEETINGS

The kick-off meeting will focus on the project objectives, key success factors, and design parameters. It is anticipated that this meeting will include members of the Consultant Team and the CITY.

Consultant Team task leads will attend (via conference call) monthly meetings to discuss significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks.

Progress meetings with the CITY will be conducted monthly throughout the duration of the agreement. Meetings may be conducted via conference call or in-person. The Consultant PM will attend all progress meetings. Team task leads will attend progress meetings as-needed to discuss specific project tasks.

Consultant will provide regular coordination, as-needed, with the CITY and relevant agencies. This task includes effort associated with preparation and documentation for each meeting.

#### Assumptions

- The kick-off meeting will be in-person and is assumed to be a maximum duration of two (2) hours. Two (2) Horrocks and one (1) CivTech representative will attend the kick-off meeting.
- For estimating purposes, the following is assumed for monthly progress meetings. Meetings are assumed to be an average of 1.5 hours in duration:
  - Horrocks two (2) staff, 12 meetings; and CivTech one (1) staff, 12 meetings.

**Work Products**

- Meeting attendance and action item summaries

**1.3 SCHEDULE**

The initial detailed design schedule will be prepared and utilized as the baseline schedule for the project. Updates will be provided monthly in a tracking schedule format. PSS will be utilized for the schedule.

**Work Products**

- Initial design schedule
- Twelve (12) monthly schedule updates

**1.4 PROJECT ADMINISTRATION**

Consultant will staff and manage a project team to provide project work products, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as invoicing, document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and overall project coordination of tasks with the CITY and the project team.

**Work Products**

- Project management and coordination
- Project controls
- Monthly invoicing
- Attendance and summaries for miscellaneous meetings

**Task 2: Pre-Design Investigation (Horrocks)****2.1 EXISTING DATA REVIEW**

Horrocks will conduct a technical literature search and data review. Available information pertinent to the bridges will be assembled with assistance from the CITY as needed, including bridge inspection reports, load ratings, previous repair data, and as-built drawings, or other available information.

Information collected as part of the technical literature search and data review will be summarized and taken to the field during the tasks below for verification.

**2.2 SITE VISIT AND SUPPLEMENTAL DATA COLLECTION**

Horrocks will visit each bridge site to take photos and measurements as needed to document the condition of the deck, joints, headers, and other items that are relevant to the rehabilitation of the bridge decks.

## Task 3: Design (Horrocks / CivTech)

### 3.1 PACKAGE 1 (FREYA WAY, FREYA, AND HAVANA BRIDGES)

#### 3.1.1 Intermediate Design (60%)

Intermediate design will be developed to complete major design elements for constructability review, geometry and constructability. Initial pay items, quantities, and unit prices will be developed.

##### Deliverables

- Intermediate design plans (.pdf)
- Intermediate cost estimate

#### 3.1.2 Final Design (90%)

At final design completion the deliverables will be substantially complete. All pay items will be finalized along with final quantities and unit prices. Specifications will include all appropriate City, WSDOT, and specialty special provisions. Comments from previous submittal will be incorporated.

##### Deliverables

- Comment resolution
- Final design plans (.pdf)
- Final cost estimate
- Final specifications

#### 3.1.3 Ad-Ready PS&E (90%)

Ad-ready PS&E will incorporate final changes based on previous submittal comments as well as input from WSDOT Highways & Local Programs review.

##### Deliverables

- Comment resolution
- Sealed Ad-ready design plans (.pdf)
- Ad-ready cost estimate
- Ad-ready specifications

Package 1 Sheet List			
Sheet Number	Sheet Title	Horrocks	CivTech
1	Cover/Index/Vicinity Map	x	
2	Freya Way Striping		x
3	Freya Street Striping		x
4	Havana Street Striping		x
5	General Notes & Abbreviations	x	
6	Freya Way OC UPRR Layout	x	
7	Freya Way OC UPRR Typical Section	x	
8	Freya St OC BNSF Layout	x	
9	Freya St OC BNSF Typical Section	x	
10	Havana St OC BNSF Layout	x	
11	Havana St OC BNSF Typical Section	x	
12	Scarification Details 1 of 2	x	
13	Scarification Details 2 of 2	x	
14	Repair Details	x	
15	Expansion Joint Details 1 of 3	x	
16	Expansion Joint Details 2 of 3	x	
17	Expansion Joint Details 3 of 3	x	

### 3.2 PACKAGE 2 DESIGN (GREENE ST BRIDGE)

#### 3.2.1 Intermediate Design (60%)

Intermediate design will be developed to complete major design elements for constructability review, geometry and constructability. Initial pay items, quantities, and unit prices will be developed.

##### Deliverables

- Intermediate design plans (.pdf)
- Intermediate cost estimate

#### 3.2.2 Final Design (90%)

At final design completion the deliverables will be substantially complete. All pay items will be finalized along with final quantities and unit prices. Specifications will include all appropriate City, WSDOT, and specialty special provisions. Comments from previous submittal will be incorporated.

##### Deliverables

- Comment resolution
- Final design plans (.pdf)



- Final cost estimate
- Final specifications

### 3.2.3 Ad-Ready PS&E

Ad-ready PS&E will incorporate final changes based on previous submittal comments as well as input from WSDOT Highways & Local Programs review.

#### Deliverables

- Comment resolution
- Sealed Ad-ready design plans (.pdf)
- Ad-ready cost estimate
- Ad-ready specifications

Package 2 Sheet List			
Sheet Number	Sheet Title	Horrocks	CivTech
1	Cover/Index/Vicinity Map	x	
2	Greene Street Striping		x
3	General Notes & Abbreviations	x	
4	Greene St OC Spokane River Layout	x	
5	Greene St OC Spokane River Typical Section	x	
6	Scarification and Overlay Sequence	x	
7	Scarification Details	x	
8	Repair Details	x	
9	Expansion Joint Details 1 of 2	x	
10	Expansion Joint Details 2 of 2	x	

## Task 4: Traffic Control Plans (CivTech)

### 4.1 PACKAGE 1:

#### 4.1.1 Intermediate Design (60%)

Intermediate traffic control design plans will be developed for each of the three (3) bridges, noting phasing and traffic control setup during construction. Initial pay items, quantities, and unit prices will be developed. It is assumed that nine (9) traffic control sheets will be needed: three (3) for each bridge assuming staged construction. It is assumed that no traffic signal modifications are needed as part of this project.





**Deliverables**

- Intermediate design plans (.pdf)
- Intermediate cost estimate

**4.1.2 Final Design (90%)**

Final traffic control design plans and estimate will be prepared for each of the three (3) bridges, noting the construction phasing and traffic control setup during construction. All pay items will be finalized along with final quantities and unit prices. Specifications will include all appropriate City, WSDOT, and specialty special provisions. Comments from the previous submittal will be incorporated.

**Deliverables**

- Comment resolution
- Final design plans (.pdf)
- Final cost estimate
- Final specifications

**4.1.3 Ad-Ready PS&E**

Ad-ready traffic control PS&E will incorporate final changes based on previous submittal comments as well as input from WSDOT Highways & Local Programs review.

**Deliverables**

- Comment resolution
- Sealed Ad-ready design plans (.pdf)
- Ad-ready cost estimate
- Ad-ready specifications

**4.2 PACKAGE 2:****4.2.1 Intermediate Design (60%)**

Intermediate traffic control design plans will be developed for the bridge construction work, noting phasing and traffic control setup during construction. Initial pay items, quantities, and unit prices will be developed. It is assumed that six (6) traffic control sheets will be needed: three (3) for staged construction and three (3) detour sheets. It is assumed that no traffic signal modifications are needed as part of this project.

**Deliverables**

- Intermediate design plans (.pdf)
- Intermediate cost estimate

### 4.2.2 Final Design (90%)

Final traffic control design plans and estimate will be prepared for the bridge construction work, noting the construction phasing and traffic control setup during construction. All pay items will be finalized along with final quantities and unit prices. Specifications will include all appropriate City, WSDOT, and specialty special provisions. Comments from the previous submittal will be incorporated.

#### Deliverables

- Comment resolution
- Final design plans (.pdf)
- Final cost estimate
- Final specifications

### 4.2.3 Ad-Ready PS&E

Ad-ready traffic control PS&E will incorporate final changes based on previous submittal comments as well as input from WSDOT Highways & Local Programs review.

#### Deliverables

- Comment resolution
- Sealed Ad-ready design plans (.pdf)
- Ad-ready cost estimate
- Ad-ready specifications

## ***Exhibit B*** ***DBE Participation Plan***

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

July 30, 2024

Ms. Marlene Feist  
Director, Public Works and Utilities  
City of Spokane  
808 West Spokane Falls Blvd., 2<sup>nd</sup> Floor  
Spokane, Washington 99201

**City of Spokane  
Bridge Deck Repair Bundle  
BHM-9932(079)  
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Sixteen percent mandatory** DBE goal for consultants on this project. This evaluation of the mandatory DBE goal will remain in effect for one year from the date of this letter. If the advertisement is scheduled for a date more than one year after the date of this letter reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions about the goal set, you can contact Nina Jones at 360.947.6788, or by email at [jonesni@wsdot.wa.gov](mailto:jonesni@wsdot.wa.gov).

Sincerely,

Michele L. Britton, PE  
Asst. State Local Programs Engineer  
Local Programs

MLB:jd:ml

cc: Mark Allen, PE, Eastern Region Local Programs Engineer

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Civil 3D/AutoCAD/PDF as appropriate.

B. Roadway Design Files

Civil 3D/AutoCAD/PDF as appropriate

C. Computer Aided Drafting Files

Civil 3D/AutoCAD/PDF as appropriate

D. Specify the Agency's Right to Review Product with the Consultant

As requested by Agency

E. Specify the Electronic Deliverables to Be Provided to the Agency

All items to be delivered electronic

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project, see attached scope

II. Any Other Electronic Files to Be Provided

As needed

III. Methods to Electronically Exchange Data

Email or FTP

A. Agency Software Suite

Industry Standard

B. Electronic Messaging System

Civil 3D/AutoCAD/PDF as appropriate

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate



**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached

GREENE, FREYA, HAVANA BRIDGE DECK REHABS																			
SUBTOTAL Horrocks	SUBTOTAL CIVTech	Horrocks										CIVTech							
		1	2	3	4	5	6	7	8	9	10	11	12						
Task 1: Project Management		50	4	0	20	0	28	42	0	0	0	0	0	0	0	0	18		
1.1 Project Initiation		2	4				4												
1.2 Team and Progress Meetings		20			20			20											
1.3 Schedule		16			4			4											
1.4 Project Administration		36			12		24	18									18		
<b>Task 2: Pre-Design Investigation</b>		<b>8</b>	<b>14</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
2.1 Existing Data Review		4			2			8											
2.2 Site Visit and Supplemental Data Collection		8			4			24											
2.3 Non-Destructive Testing		0			4														
<b>Task 3: Design</b>		<b>1008</b>	<b>114</b>	<b>136</b>	<b>168</b>	<b>252</b>	<b>382</b>	<b>49</b>	<b>14</b>	<b>29</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
3.1 Package 1 Design		34	10	64	112	156	214	27	8	17	17	0	0	0	0	0	0		
3.1.1 Intermediate Design (60%)		8	4	16	24	32	40	5	4	8	8	0	0	0	0	0	0		
3.1.1.1 Final Design (90%)		16	4	40	68	88	102	12	2	5	6	0	0	0	0	0	0		
3.1.1.2 Ad-Ready PS&E		10	2	8	20	40	40	10	2	4	3	0	0	0	0	0	0		
3.1 Package 2 Design		45	10	72	56	96	168	22	6	12	5	0	0	0	0	0	0		
3.2.1 Intermediate Design (60%)		9	4	24	20	32	64	2	2	3	2	0	0	0	0	0	0		
3.2.2 Final Design (90%)		17	4	40	20	40	80	10	2	3	2	0	0	0	0	0	0		
3.2.3 Ad-Ready PS&E		19	4	8	16	24	24	10	2	6	1	0	0	0	0	0	0		
<b>Task 4: Traffic Control Plans</b>		<b>16</b>	<b>265</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>20</b>	<b>74</b>	<b>109</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
4.1 Package 1 Design		8	157	0	0	0	0	36	10	44	67	0	0	0	0	0	0		
4.1.1 Intermediate Design (60%)		2	79	0	0	0	0	13	4	22	40	0	0	0	0	0	0		
4.1.1.1 Final Design (90%)		4	45	0	0	0	0	12	4	11	18	0	0	0	0	0	0		
4.1.1.2 Ad-Ready PS&E		2	33	0	0	0	0	11	2	11	9	0	0	0	0	0	0		
4.2 Package 2 Design		8	108	0	0	0	0	26	10	30	42	0	0	0	0	0	0		
4.2.1 Intermediate Design (60%)		2	49	0	0	0	0	7	4	14	24	0	0	0	0	0	0		
4.2.2 Final Design (90%)		4	34	0	0	0	0	10	4	8	12	0	0	0	0	0	0		
4.2.3 Ad-Ready PS&E		2	25	0	0	0	0	9	2	8	6	0	0	0	0	0	0		
<b>Task Labor Summary</b>		<b>Horrocks</b>	<b>CIVTech</b>	<b>Horrocks</b>										<b>CIVTech</b>					
Task 1: Project Management		102	60	50	4	0	20	0	28	42	0	0	0	0	0	0	18		
Task 2: Pre-Design Investigation		8	14	0	10	0	0	0	0	0	0	0	0	0	0	0	0		
Task 3: Design		1008	114	136	168	252	382	49	14	29	22	0	0	0	0	0	0		
Task 4: Traffic Control Plans		16	265	0	0	0	0	62	20	74	109	0	0	0	0	0	0		
<b>Total Hours</b>		<b>1182</b>	<b>447</b>	<b>130</b>	<b>24</b>	<b>136</b>	<b>198</b>	<b>284</b>	<b>382</b>	<b>28</b>	<b>26</b>	<b>161</b>	<b>34</b>	<b>103</b>	<b>131</b>	<b>18</b>	<b>38</b>		
<b>Task Cost Summary</b>		<b>Horrocks</b>	<b>CIVTech</b>	<b>Horrocks</b>										<b>CIVTech</b>					
Task 1: Project Management		\$ 396,000	\$ 270,000	\$ 1,029,800	\$ 264,950	\$ 428,338	\$ 548,950	\$ 664,950	\$ 818,777	\$ 1,154,004	\$ 1,173,223	\$ 930,000	\$ 290,000	\$ 2,400,350	\$ 1,986,550	\$ 540,000	\$ 2,520,000		
Task 2: Pre-Design Investigation		\$ 4,500.00	\$ 7,200.00	\$ 1,029,800	\$ 264,950	\$ 428,338	\$ 548,950	\$ 664,950	\$ 818,777	\$ 1,154,004	\$ 1,173,223	\$ 930,000	\$ 290,000	\$ 2,400,350	\$ 1,986,550	\$ 540,000	\$ 2,520,000		
Task 3: Design		\$ 14,500.00	\$ 22,800.00	\$ 5,299,000	\$ 5,299,000	\$ 33,099,488	\$ 44,511,600	\$ 45,806,004	\$ 45,806,004	\$ 58,843,288	\$ 58,843,288	\$ 17,980,000	\$ 4,060,000	\$ 6,970,115	\$ 4,368,100	\$ 2,164,195	\$ 2,164,195		
Task 4: Traffic Control Plans		\$ 4,600.00	\$ 4,600.00	\$ 6,398,800	\$ 6,398,800	\$ 33,099,488	\$ 32,460,110	\$ 51,622,688	\$ 58,843,288	\$ 3,450,444	\$ 3,450,444	\$ 46,690,000	\$ 9,860,000	\$ 24,756,005	\$ 26,010,085	\$ 2,520,000	\$ 2,520,000		
<b>Total Cost</b>		<b>\$ 243,535</b>	<b>\$ 1,09,836</b>	<b>\$ 37,700,000</b>	<b>\$ 6,398,800</b>	<b>\$ 33,099,488</b>	<b>\$ 32,460,110</b>	<b>\$ 51,622,688</b>	<b>\$ 58,843,288</b>	<b>\$ 3,450,444</b>	<b>\$ 3,450,444</b>	<b>\$ 46,690,000</b>	<b>\$ 9,860,000</b>	<b>\$ 24,756,005</b>	<b>\$ 26,010,085</b>	<b>\$ 2,520,000</b>	<b>\$ 2,520,000</b>		

**CONSULTANT NAME: Horrocks**  
**PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS**

**A. SUMMARY ESTIMATED LABOR COSTS**

Role	Labor Classification	Labor Hours	Hourly Billing Rate	Labor Cost
Project Manager	Principal Engineer III	130.00	@ \$ 290.00	= \$37,700.00
Quality Manager	Sr. Engineer, PE	24.00	@ \$ 264.95	= \$6,358.80
Bridge QC Lead	Associate Engineer IV, PE	136.00	@ \$ 243.38	= \$33,099.68
Bridge Lead	Sr. Engineer, PE	198.00	@ \$ 264.95	= \$52,460.10
Bridge Engineer	Engineer II, PE	284.00	@ \$ 181.77	= \$51,622.68
CADD	Sr. CAD Technician	382.00	@ \$ 154.04	= \$58,843.28
Administrative	Sr. Administrative Assistant	28.00	@ \$ 123.23	= \$3,450.44
		<b>1182.00</b>	<b>TOTAL LABOR COST =</b>	<b>\$243,534.98</b>

**B. ESCALATION**

Total Labor				
\$243,534.98	X	Esc Ratio	Annual Esc	=
		100%	3.0%	=
				<b>\$7,306.05</b>

**C. OUT-OF-POCKET EXPENSES**

Horrocks Total Estimate Expenses*	=	<b>\$909.45</b>
<b>HORROCKS TOTAL</b>	=	<b>\$251,750.48</b>
<b>CIVTECH TOTAL</b>	=	<b>\$113,171.38</b>
<b>GRAND TOTAL</b>	=	<b>\$364,921.86</b>

69.0%  
31.0% DBE

CONSULTANT NAME: Horrocks  
 PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS

OUT-OF-POCKET EXPENSES SUMMARY

Task 1: Project Management						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	Estimated Expense
Per Diem, Non-travel		Each	\$ 86.00	=	\$	-
Per Diem, Travel		Day	\$ 64.50	=	\$	-
Lodging		Each	\$ 126.00	=	\$	-
Mileage	5	@	\$ 0.670	=	\$	3.35
Airfare (BOI to GEG)		Each	\$ 400.000	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 3.35</b>

Task 2: Pre-Design Investigation						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	Estimated Expense
Per Diem, Non-travel	2	@	\$ 86.00	=	\$	172.00
Per Diem, Travel	1	@	\$ 64.50	=	\$	64.50
Lodging	2	@	\$ 126.00	=	\$	252.00
Mileage	20	@	\$ 0.670	=	\$	13.40
Airfare (BOI to GEG)	1	@	\$ 400.000	=	\$	400.00
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 901.90</b>

Task 3: Design						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	Estimated Expense
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage	5	@	\$ 0.840	=	\$	4.20
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 4.20</b>

Task 4: Traffic Control Plans						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	Estimated Expense
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage		Each	\$ 0.840	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ -</b>

<b>Grand Total Expenses \$</b>						<b>909.45</b>
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CONSULTANT NAME: CivTech  
 PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS

A. SUMMARY ESTIMATED LABOR COSTS

Role	Labor Classification	Labor Hours	Hourly Billing Rate	Labor Cost
Traffic Control Lead	Transportation Engineer 5	161.00	@ \$290.00 =	\$46,690.00
Traffic Control QC	Transportation Engineer 5	34.00	@ \$290.00 =	\$9,860.00
CADD	Engineering Technician Supervisor	103.00	@ \$240.35	\$24,756.05
Engineer	Transportation Engineer 3	131.00	@ \$198.55	\$26,010.05
Administrative	Administrative Assistant 5	18.00	@ \$140.00	\$2,520.00
		<b>447.00</b>	<b>TOTAL LABOR COST =</b>	<b>\$109,836.10</b>

E. ESCALATION

Total Labor				
\$109,836.10	X	Esc Ratio	Annual Esc	
		100%	3.0%	=
				<b>\$3,295.08</b>

F. OUT-OF-POCKET EXPENSES

CivTech Total Estimate Expenses*	=	<b>\$40.20</b>
GRAND TOTAL	=	<b>\$113,171.38</b>

CONSULTANT NAME: CivTech  
 PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS  
 OUT-OF-POCKET EXPENSES SUMMARY

Task 1: Project Management						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 86.00	=	\$	-
Per Diem, Travel		Day	\$ 64.50	=	\$	-
Lodging		Each	\$ 126.00	=	\$	-
Mileage	30	@	\$ 0.670	=	\$	20.10
Airfare (BOI to OEG)		Each	\$ 400.000	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 20.10</b>

Task 2: Pre-Design Investigation						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage		@	\$ 0.670	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ -</b>

Task 3: Design						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage	30	@	\$ 0.670	=	\$	20.10
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 20.10</b>

Task 4: Traffic Control Plans						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage		@	\$ 0.840	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ -</b>

<b>Grand Total Expenses</b>	<b>\$</b>	<b>40.20</b>
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## Weighted Guidelines

Factor	Rate	Weight	Value
Degree of Risk	25	0.300	7.500
Relative Difficulty of Work	20	0.300	6.000
Size of Job	15	0.333	4.995
Period of Performance	15	0.252	3.786
Assistance by the State	15	0.300	4.500
Sub-consulting	10	0.310	3.096
<b>Total</b>			<b>29.88</b>

Total Agreement Cost:	\$364,921.86
Subconsultant Costs:	\$113,171.38
Percent Sub-consultant:	31.01%
Agreement Duration (Months):	12

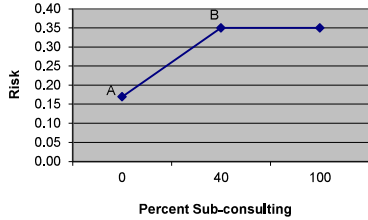
### **Calculated Risk Factors**

Size of Job:	0.333
Period of Performance:	0.252
Sub-Consulting:	0.310

### **DIRECTIONS:**

The engineer needs to fill in only the fields that are highlighted. The three highlighted fields in the table are judgement calls. The other three are defined by formulae. These are calculated using project information that the engineer fills in using the highlighted cells below the table.

### Sub-consulting Risk Factor



For the line segment A-B:

$$m = 0.0045$$

$$b = 0.17$$

$$y = 0.0045x + 0.17$$

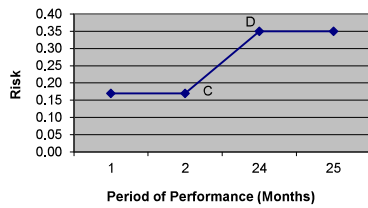
for Sub-consulting more than 40%,  $y = 0.35$

Basic Equations:  
 $y = mx + b$   
 $m = (y - y_0) / (x - x_0)$   
 $b = y - mx$

#### DATA

Percent Sub-consulting	Risk
0	0.17
40	0.35
100	0.35

### Period of Performance Risk Factor



For contract durations less than 2 months,  $y = 0.17$

For the line segment C-D:

$$m = 0.0082$$

$$b = 0.1536$$

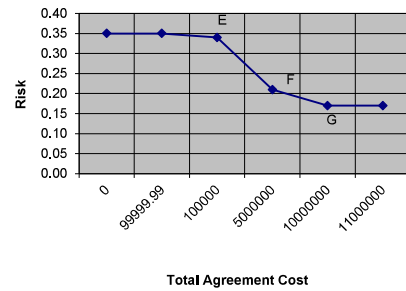
$$y = 0.0082x + 0.1536$$

For contract durations greater than 24 months,  $y = 0.35$

#### DATA

Period	Risk
1	0.17
2	0.17
24	0.35
25	0.35

### Size of Job Risk Factor



For total contract costs less than \$100k,  $y = 0.35$

For the line segment E-F:

$$m = -2.653E-08$$

$$b = 0.34265$$

$$y = -2.653E-08x + 0.34265$$

For the line segment F-G:

$$m = -8.00E-09$$

$$b = 0.25000$$

$$y = -8.00E-09x + 0.25$$

For total contract costs greater than \$10M,  $y = 0.17$

#### DATA

Cost	Risk
\$0.00	0.35
\$99,999.99	0.35
\$100,000.00	0.34
\$5,000,000.00	0.21
\$10,000,000.00	0.17
\$11,000,000.00	0.17



**Exhibit E**  
**Sub-consultant Cost Computations**

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.

CONSULTANT NAME: CivTech  
 PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS

A. SUMMARY ESTIMATED LABOR COSTS

Role	Labor Classification	Labor Hours	Hourly Billing Rate	Labor Cost
Traffic Control Lead	Transportation Engineer 5	161.00	@ \$290.00 =	\$46,690.00
Traffic Control QC	Transportation Engineer 5	34.00	@ \$290.00 =	\$9,860.00
CADD	Engineering Technician Supervisor	103.00	@ \$240.35	\$24,756.05
Engineer	Transportation Engineer 3	131.00	@ \$198.55	\$26,010.05
Administrative	Administrative Assistant 5	18.00	@ \$140.00	\$2,520.00
		<b>447.00</b>	<b>TOTAL LABOR COST =</b>	<b>\$109,836.10</b>

E. ESCALATION

Total Labor	\$109,836.10		
Esc Ratio	100%	X	
Annual Esc	3.0%	=	\$3,295.08

F. OUT-OF-POCKET EXPENSES

CivTech Total Estimate Expenses*	=	\$40.20
GRAND TOTAL	=	\$113,171.38

CONSULTANT NAME: CivTech  
 PROJECT NAME: GREENE, FREYA, HAVANA BRIDGE DECK REHABS  
 OUT-OF-POCKET EXPENSES SUMMARY

Task 1: Project Management						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 86.00	=	\$	-
Per Diem, Travel		Day	\$ 64.50	=	\$	-
Lodging		Each	\$ 126.00	=	\$	-
Mileage	30	@	\$ 0.670	=	\$	20.10
Airfare (BOI to OEG)		Each	\$ 400.000	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 20.10</b>

Task 2: Pre-Design Investigation						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage		@	\$ 0.670	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ -</b>

Task 3: Design						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage	30	@	\$ 0.670	=	\$	20.10
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ 20.10</b>

Task 4: Traffic Control Plans						
Expense	Estimated Amount	Unit	Unit Cost	Estimated Expense	Estimated Expense	
Per Diem, Non-travel		Each	\$ 55.00	=	\$	-
Per Diem, Travel		Day	\$ 41.50	=	\$	-
Lodging		Each	\$ 120.00	=	\$	-
Mileage		@	\$ 0.840	=	\$	-
Field Equipment		Each	\$ 125.00	=	\$	-
			<b>Sub-Total</b>			<b>\$ -</b>

<b>Grand Total Expenses</b>	<b>\$</b>					<b>40.20</b>
-----------------------------	-----------	--	--	--	--	--------------

# **Exhibit F - Title VI Assurances Appendix A & E**

## **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Public Works Director
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Horrocks LLC

---

whose address is

2162 W. Grove Pkwy., Suite 100, Pleasant Grove, UT 84062

---

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

## Horrocks LLC

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

**Exhibit G-1(b) Certification of Public Works Director**

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and Horrocks LLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WSDOT

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Horrocks LLC

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

# Horrocks LLC

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Greene, Freya, Havana Bridge Deck Preservation & Repair \* are accurate, complete, and current as of January 15, 2025 \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Horrocks LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_ \*\*.\*

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

---

### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

N/A

---

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# **Exhibit J**

## **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit





< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** HORROCKS LLC

**Business name:** HORROCKS LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 602-884-898

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1325 W 1ST AVE  
SPOKANE WA 99201-4135

**Mailing address:** 1325 W 1ST AVE  
SPOKANE WA 99201-4135



**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
Spokane General Business				Active	Dec-31-2025	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	Dec-20-2019

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
O'ROURKE, EDWARD (TED)	
RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

## Registered Trade Names



Registered trade names	Status	First issued
BELSBY - HORROCKS	Active	Jan-28-2020
BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time:  
1/15/2025 8:02:59 AM

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< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

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**Business name:** HORROCKS LLC

**Entity type:** [Limited Liability Company](#)

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**Mailing address:** 1325 W 1ST AVE  
SPOKANE WA 99201-4135



**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
Spokane General Business				Active	Dec-31-2025	Mar-07-2018
Spokane Valley General Business - Non-Resident				Active	Dec-31-2025	Dec-20-2019

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
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RENSHAW, MICHAEL	
SANNER, DAN	
SWENSON, ROBERT	
TRILON GROUP, LLC	

## Registered Trade Names



Registered trade names	Status	First issued
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BELSBY ENGINEERING	Active	Jan-28-2020
HORROCKS LLC	Active	Nov-21-2023

The Business Lookup information is updated nightly. Search date and time:  
1/15/2025 8:02:59 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	12/20/2024
		<b>Clerk's File #</b>	
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	LOREN SEARL 509-625-7821	<b>Requisition #</b>	CR027025
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE JBINGLE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4100 AVISTA UPGRADE AT UPRIVER HYDROELECTRIC PROJECT		

**Agenda Wording**

Upriver Hydroelectric Project to upgrade current Avista supply and switch gear for increased 2.2MW Load.

**Summary (Background)**

When the Dam is not generating power, we draw from Avista. The facility does not have enough current capacity to provide electric vehicle charging, Onsite Chlorine Generators, and the new well field projects. This project will increase the amount of power we can draw from Avista when the dam is not generating. This agreement will pay for Avista's improvements that are needed on their network to supply our needs.

**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 is specifically designed to assist low-income residents get caught up on their City utility bills.

**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**

N/A



<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 149,448.00
Current Year Cost	\$ 149,448.00
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
Avista is the sole electrical company for the location meeting the threshold for special facilities, Per SMC 07.06.170 B, & RCW 39.04.280 competitive bidding for special facilities may be waived.	
<b>Amount</b>	
<b>Budget Account</b>	
Revenue	\$ 149,448.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
4100-42490-94340-56501-11081	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	SEARL, LOREN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
dgreenlund@spokanecity.org	crickman@spokanecity.org
jfinger@spokanecity.org	tlester@spokanecity.org
tprince@spokanecity.org	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	12/20/2024
		<b>Clerk's File #</b>	OPR 2025-0040
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Bid #</b>	
<b>Contact Name/Phone</b>	LOREN SEARL 509-625-7821	<b>Requisition #</b>	CR027025
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE JBINGLE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4100 AVISTA UPGRADE AT UPRIVER HYDROELECTRIC PROJECT		

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**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
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Subsequent Year(s) Cost	\$
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Select	\$
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Select	\$
<b>Funding Source</b>	One-Time
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
4100-42490-94340-56501-11081	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	SEARL, LOREN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
dgreenlund@spokanecity.org	crickman@spokanecity.org
jfinger@spokanecity.org	tlester@spokanecity.org
tprince@spokanecity.org	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	1-23-25
<b>Submitting Department</b>	Water & Hydroelectric Services
<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>	4100 Avista upgrade at Upriver Hydroelectric Project
<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	As part of the Upriver Hydroelectric Project improvements, Avista needs to install new 13.8kv switches, meters, and other ancillary equipment. This new Avista equipment will provide updated electrical service to the existing Upriver facility, Well Electric water well, the new Onsite Hypochlorite Generation facility, and proposed new water wells being developed.
<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>\$149,448.00</u></p> <p>    Current year cost: \$149,448.00</p> <p>    Subsequent year(s) cost: N/A</p> <p><b>Narrative:</b> <u>As Avista is the sole electrical company for the location, no competition was possible.</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? Water Dept Revenue 4100-42490-94340-56501-11081</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.) N/A</p>	
<p><b>Operations Impacts</b> (If N/A, please give a brief description as to why)</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. 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 is specifically designed to assist low-income residents get caught up on their City utility bills.</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?

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### **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**  
**PURCHASED SERVICE CONTRACT**  
Title: **INSTALLATION OF 13.8KV POLE  
AND METERING CHANGES AT  
2810 NORTH WATERWORKS STREET**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **AVISTA CORPORATION**, whose address is 1411 East Mission Avenue, MSC 24, Spokane, Washington 99207 as (“Avista”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, Avista is installing a new 2.2 MW load addition to power poles located at Upriver Dam. This will allow the city to draw and transmit power between upriver dam and Avista more effectively; and

The parties agree as follows:

**1. PERFORMANCE/SCOPE OF WORK.**

The Avista will do all work, furnish all labor, materials, tools, equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in Avista’s General Construction Agreement and Supporting Diagram, which is attached as Exhibit B and the Cost Sheet attached as Exhibit C. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

**2. TERM OF CONTRACT.**

The term of this Contract begins on December 12, 2024, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

**3. 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 Avista for all work previously authorized and performed prior to the termination date.

**4. COMPENSATION / PAYMENT.**

Total compensation for Avista’s services under this Contract shall not exceed **ONE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$149,448.00)**, not including sales tax if applicable, in accordance with Exhibits B and C, 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 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

Avista shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of Avista's application except

as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Avista and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every reasonable effort to settle the disputed amount.

## 5. **INSURANCE.**

During the period of the Contract, Avista 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 Avista's services to be provided under this Contract;

i Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2,000,000 order to meet the minimum insurance coverages required under this contract;

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 Avista. 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 Avista or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, Avista shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Avista's services under this Contract, 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. Avista shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 6. **INDEMNIFICATION.**

Avista 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 Avista's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require Avista 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 Avista'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 Avista, its agents or employees. Avista specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Avista's own employees against the City and, solely for the purpose of this indemnification and defense, Avista specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Avista 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 Contract.

**7. TAXES, FEES AND LICENSES.**

A. Avista 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 Avista'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.

**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. Avista 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 Avista 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 / 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. Avista 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.

**10. DEBARMENT AND SUSPENSION.**

Avista 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.**

Avista and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. Contractor and its sub-contractor 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 Contract, the federal law shall prevail.

**12. ASSIGNMENT AND SUBCONTRACTING.**

Avista 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 Avista shall incorporate by reference this Contract, except as otherwise provided. Avista 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 Avista from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

**13. STANDARD OF PERFORMANCE.**

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

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to Avista shall be safeguarded by Avista. Avista shall make such data, documents and files available to the City upon the City's request. If the City's use of Avista's records or data is not related to this project, it shall be without liability or legal exposure to Avista.

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).

**15. 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.

**16. MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. Avista, 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, Avista shall comply with the requirements of this Section.

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 Avista after the time the same shall have become due nor payment to Avista 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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and Avista. 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.

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.

**AVISTA CORPORATION**

**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 - General Construction Agreement and Supporting Diagram

Exhibit C – Cost Sheet

## 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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

## EXHIBIT B

**EXHIBIT C  
Cost Sheet**

<b>Upriver Cost Totals (for 2.2MW Load Addition) - 2024</b>		
	<b>TOTAL --&gt;</b>	<b>\$149,448</b>
<b>Task</b>	<b>Group</b>	<b>Cost</b>
<b>Equipment Removal (SMP4, SEL-735's, battery, charger, etc.)</b>	<b>Substation Engineering</b>	<b>\$10,000</b>
<b>Dx Facility Changes (PRD, Designer / Maximo Job Packet)</b>	<b>OE / CPC</b>	<b>\$72,923</b>
<b>PT/CT Wires, 120VAC Supply, Ditch, 2CDTPL</b>	<b>CPC</b>	<b>\$9,234</b>
<b>Primary Meter Control Cabinet</b>	<b>Distribution Engineering</b>	<b>\$30,422</b>
<b>Build 13kV CT Cluster (for new load), Run sec'd wires down pole.</b>	<b>Meter Shop</b>	<b>\$7,069</b>
<b>Field Install of Control Cabinet, PT/CT Wiring, Fiber, etc.</b>	<b>Electric Shop</b>	<b>\$2,400</b>
<b>Integration Design / Settings</b>	<b>Protection Engineering</b>	<b>\$5,000</b>
<b>EMS Database/EIM Changes</b>	<b>SCADA Dept</b>	<b>\$4,000</b>
<b>Programming Integration Equipment</b>	<b>Relay/PCM Shop</b>	<b>\$6,000</b>
<b>Cellular Site Survey / Comms Backhaul Solution</b>	<b>ET Delivery</b>	<b>\$1,200</b>
<b>Installation of fiber end connectors on 62.5um MM fiber</b>	<b>Comm Shop</b>	<b>\$1,200</b>

Hi Cary,

Below is a breakdown of the costs totals for this job. Please let me know if you have any questions on this.

<b>Upriver Cost Totals (for 2.2MW Load Addition) - 2024</b>		
	<b>TOTAL --&gt;</b>	<b>\$149,448</b>
<b>Task</b>	<b>Group</b>	<b>Cost</b>
Equipment Removal (SMP4, SEL-735's, battery, charger, etc.)	Substation Engineering	\$10,000
Dx Facility Changes (PRD, Designer / Maximo Job Packet)	OE / CPC	\$72,923
PT/CT Wires, 120VAC Supply, Ditch, 2CDTPL	CPC	\$9,234
Primary Meter Control Cabinet	Distribution Engineering	\$30,422
Build 13kV CT Cluster (for new load), Run sec'd wires down pole.	Meter Shop	\$7,069
Field Install of Control Cabinet, PT/CT Wiring, Fiber, etc.	Electric Shop	\$2,400
Integration Design / Settings	Protection Engineering	\$5,000
EMS Database/EIM Changes	SCADA Dept	\$4,000
Programming Integration Equipment	Relay/PCM Shop	\$6,000
Cellular Site Survey / Comms Backhaul Solution	ET Delivery	\$1,200
Installation of fiber end connectors on 62.5um MM fiber	Comm Shop	\$1,200

Thanks,

Todd Harmon  
Project Coordinator – Electric

  
1411 E. Mission Avenue  
Spokane, WA 99202  
C 509.503.8094  
[www.avistacorp.com](http://www.avistacorp.com)



Oct 31, 2024 1:21:13 PM

Job Location: 2810 N WATERWORKS ST

General Construction Agreement #: 58452

Dear Customer,

Enclosed are two copies of Avista's General Service Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of \$149,448.00, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Todd Harmon



Spokane - Electric  
PO BOX 3727 MSC-46 Spokane, WA 99220-3727  
Phone: 509-495-4493  
Cell:  
Email: Todd.Harmon@avistacorp.com



## General Construction Agreement

General Construction Agreement Date: Oct 31, 2024  
Work Order # 1034361207

Expiration Date: Apr 30, 2025 12:00:00 AM  
Agreement No.: 58452

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

### Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

### Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

### Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

### 2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

### **Section 3 Term of Agreement**

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

### **Section 4 Requestor's Responsibilities**

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

4.3 Requestor acknowledges and understands that they are responsible for any damage to underground facilities that are not exposed by Requestor, including, but not limited to, sprinkler systems, sewer lines or other underground piping or wiring.

4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

### **Section 5 Underground Locates**

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

## Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

## Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

## Section 8 Party Representatives and Notices

### 8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

### 8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

## Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.



**CUSTOMER COPY**

9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount 149,448.00  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Todd Harmon  
\_\_\_\_\_  
Printed Name

City of Spokane  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

Date: \_\_\_\_\_  
Agreement # 58452

Date: \_\_\_\_\_

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: City of Spokane  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**II. JOB INFORMATION**

LOCATED AT: 2810 N WATERWORKS ST

Name of Plat: \_\_\_\_\_

or Legal Description: \_\_\_\_\_

or Location: SPOKANE

Construction contribution Scale \_\_\_\_\_

**III. COST INFORMATION**

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COST Misc - See Note 2	0	\$0.00	\$149,448.00	(\$0.00)	\$149,448.00
<b>EXCEPTIONAL COST - Total</b>					<b>\$149,448.00</b>

Total Construction Costs: 149,448.00  
 Total Credits:  
 Net Customer Cost: 149,448.00

These costs are effective through Apr 30, 2025 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

**IV. SPECIAL PROVISIONS**

Customer's Responsibilities

**UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:**

- 1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.
- 1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.
- 1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

**V. EXCEPTIONS**

CUSTOMER REQUESTED COSTS TO ACCOMMODATE THE NEW 2.2MW LOAD ADDITION AT UPRIVER HED.

General Construction Agreement #: 58452

## General Construction Agreement

General Construction Agreement Date: Oct 31, 2024  
Work Order # 1034361207

Expiration Date: Apr 30, 2025 12:00:00 AM  
Agreement No.: 58452

This General Construction Agreement (“Agreement”) is entered into between Avista Corporation, a Washington corporation (“Avista”), and the Requestor identified in Exhibit A, (“Requestor”) (sometimes, individually, a “Party”, and collectively, the “Parties”).

### Background and Purpose

Requestor wishes to have Avista perform the work described in the attached Exhibit A (collectively, the “Work”) on or adjacent to property identified above (the “Property”). The purpose of this Agreement is to set forth the scope and terms and conditions under which Avista will perform the Work, together with the respective obligations of the Parties.

Therefore, the Parties agree as follows:

### Section 1 Scope of Work

1.1 Avista will perform the Work described above and in the attached Exhibit A. The Work will be performed in accordance with Avista’s standards, as modified from time to time, as well as applicable law and, to the extent applicable, Avista’s Tariffs, as on file with the applicable state utilities commission

1.2 Avista will make every reasonable effort to commence the Work within thirty (30) days of execution of this Agreement and receipt of any monies owed in advance; provided, however, that Avista will not commence the Work until Requestor has complied with all requirements of this Agreement. Requestor acknowledges that the timing of the Work is dependent on Avista’s ability to schedule the same, and that completion of the Work may be delayed by conditions encountered in the course of the Work. Avista shall not be liable for any costs associated with delays in either the commencement or the completion of the Work.

1.3 Unless otherwise agreed to in writing, Avista shall retain ownership of any facilities that are installed by Avista, on the Property and upstream from the Requestor’s Point of Service, as that term is defined in Avista’s Tariffs (“Avista Facilities”).

### Section 2 Compensation

2.1 Where a fixed charge is applicable, Requestor shall be responsible for the fixed charge as set forth in the attached Exhibit A. In all other instances, Requestor shall be responsible for Avista’s actual costs associated with performing the Work. An estimate of those costs is reflected in the attached Exhibit A. Requestor acknowledges that Avista’s actual costs may vary depending on conditions encountered during the course of the Work. In all cases, Requestor shall be responsible for all costs incurred in excess of Avista’s original estimate.

2.2 Requestor shall remit payment for the estimated cost of the Work, as reflected in the attached Exhibit ‘A’, prior to Avista’s commencement the Work. Requestor shall remit payment for any additional costs within thirty (30) days of their receipt of an invoice from Avista for the same.

### 2.3 Pre-Construction Obligations

2.3.1 In addition to the estimated cost of the Work, Requestor may be responsible for certain pre-construction obligations. Such pre-construction obligations may include, but are not limited to, trenching and final compaction. In the event Requestor is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto.

2.3.2 If identified in Exhibit A, Requestor shall be required to provide all trenching, conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, conduit may be provided by Avista. The location of said trenching shall be the responsibility of Requestor. To ensure the proper location of easements, prior to the commencement of the Work, Requestor shall certify that all utility trenching is located within the areas agreed upon by the parties.

2.3.3 Any work described in this Section or in Exhibit A and performed by Requestor, or a third party on behalf of Requestor, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

### Section 3 Term of Agreement

This Agreement shall remain in effect until the Work has been completed, and Requestor has remitted payment in full for Avista's actual costs incurred.

### Section 4 Requestor's Responsibilities

4.1 By signing this Agreement, Requestor authorizes Avista to proceed with any work necessary on the Property to accomplish the Work, and represents and warrants that they have fully authority to grant such authorization. This authorization includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of the Work, and without any obligation to restore or reimburse Requestor for any resulting damages.

4.2 Requestor acknowledges that, in the event Requestor requests that Avista perform the Work during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, ice, water, mud or frozen ground due to winter weather, Requestor will be responsible for the repair of landscaping and/or other additional costs resulting from the performance of the Work during such Adverse Conditions.

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4.4 Requestor acknowledges that additional charges may apply in the event Avista is required to excavate in, drill through, or otherwise address rocky soil conditions.

4.5 Requestor is required to notify Avista in any instance where Requestor determines that construction or improvements on the Property may encroach on, or cross over, any Avista Facilities installed on the Property prior to commencing said activities. All costs related to subsequent relocation of any Avista Facilities necessitated by such encroachment shall be at Requestor's sole cost.

### Section 5 Underground Locates

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Requestor shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations on the Property. When this Section is applicable to Avista, Avista will notify Requestor in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Requestor is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista performing the Work. In the event Requestor fails to identify or expose any underground facilities, Requestor will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.



## Section 6 Easements and Access to Property

Requestor grants Avista a perpetual right of ingress, egress and access over and across the Property to perform the Work, and to install, operate, inspect, replace and maintain any Avista Facilities installed as part of the Work. Upon request by Avista, Requestor shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and said facilities and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain Avista Facilities installed pursuant to this Agreement, Requestor shall reimburse Avista for the actual costs applicable for securing such easements and permits. Requestor represents and warrants that they have full authority to make the commitments provided for in this Section.

## Section 7 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

## Section 8 Party Representatives and Notices

### 8.1 Party Representatives

8.1.1 Avista's Construction Representative, identified in Exhibit A, will be the point of contact for Avista in all matters requiring Avista's approval, acceptance, authorization and/or notice under this Agreement.

8.1.2 Requestor's Representative, identified in Exhibit A, will be the point of contact for Requestor in all matters requiring Requestor's approval, acceptance, authorization and/or notice under this Agreement.

### 8.2 Notices to the Parties

8.2.1 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

8.2.2 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

## Section 9 Miscellaneous Provisions

9.1 Natural Gas and/or Electric Service: Any receipt and use of natural gas or electric service in connection with this Agreement shall be expressly conditioned upon, and subject to, all applicable Tariffs, as on file with the applicable state commission.

9.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

9.3 Assignment by Requestor. Requestor shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such assignment, with or without Avista's prior written consent, will relieve Requestor from its responsibilities under this Agreement.





9.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination or cancellation of this Agreement.

9.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.

9.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.

9.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

9.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.

9.10 Governing Law, Venue and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Property is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

9.11 Effectiveness. This Agreement is effective on the date of the last signature below.

9.12 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount 149,448.00  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Todd Harmon  
\_\_\_\_\_  
Printed Name

City of Spokane  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

Date: \_\_\_\_\_  
Agreement # 58452

Date: \_\_\_\_\_

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: City of Spokane  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**II. JOB INFORMATION**

LOCATED AT: 2810 N WATERWORKS ST  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: SPOKANE  
 Construction contribution Scale \_\_\_\_\_

**III. COST INFORMATION**

EXCEPTIONAL COST	Length	Rate Per Ft	Fixed Rate	Allowance	Totals
EXCEPTIONAL COST Misc - See Note 2	0	\$0.00	\$149,448.00	(\$0.00)	\$149,448.00
<b>EXCEPTIONAL COST - Total</b>					<b>\$149,448.00</b>

Total Construction Costs: 149,448.00  
 Total Credits:  
**Net Customer Cost: 149,448.00**

These costs are effective through Apr 30, 2025 12:00:00 AM , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

**IV. SPECIAL PROVISIONS**

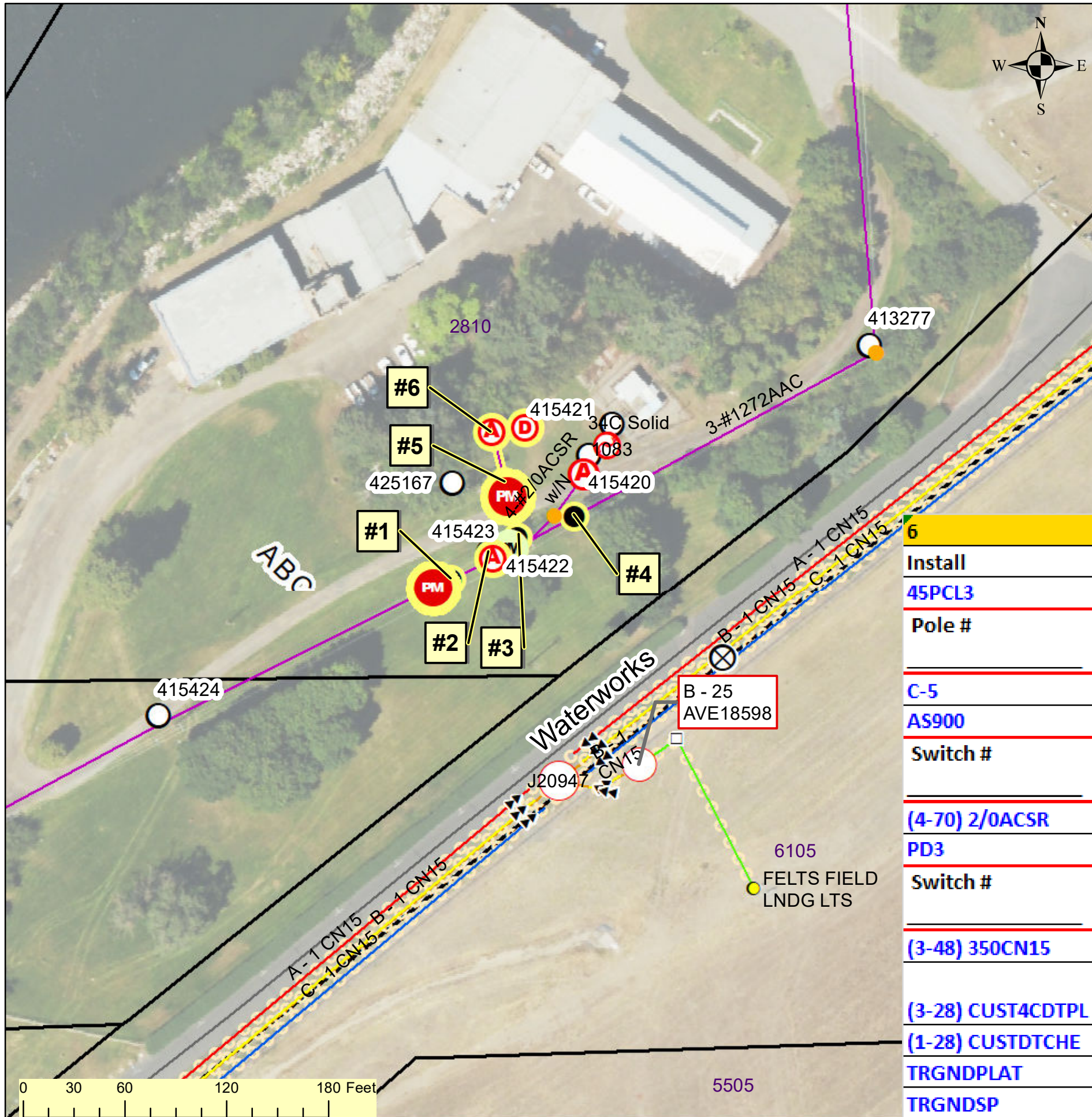
Customer's Responsibilities

**UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:**

- 1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.
- 1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any areas until Avista has installed any necessary underground facilities.
- 1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

**V. EXCEPTIONS**

CUSTOMER REQUESTED COSTS TO ACCOMMODATE THE NEW 2.2MW LOAD ADDITION AT UPRIVER HED.  
 General Construction Agreement #: 58452



Customer Name: Requestor: Project # 95606392  
 Cust Pri Phone: Rqst Phone: Feeder ID: BEA13T09  
 Cross Street: SPOKANE Contact: Sec/Twnshp/Rng: 11NE/25N/43E  
 County: SPOKANE Cont Phone:

Meter Information (record Avista's # - not manufacturer's #) Meter #				Joint Use?
In	Out	Meter #	Loc.	
<input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>			No <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>			

Special Instructions:

WO Owner: Todd Harmon Phone #: 509-495-4493 Print Date: 10-31-2024

Completed by: \_\_\_\_\_ Crew #: \_\_\_\_\_ Date: \_\_\_\_\_

1	4	5
Install	Install	Install
45PCL3	45PCL3	45PCL3
Pole #	Pole #	Pole #
C-3	C-5	C-3
(3) 9FDEA	CF-1M	

2	To Remain
Install	40P
AS900	
Switch #	Pole # 415422
(3-48) 350CN15	

3	Remove	To Remain
Install	C-5	40PCL4
C-5		Pole # 415423

- 6
- Install
- 45PCL3
- Pole #
- C-5
- AS900
- Switch #
- (4-70) 2/0ACSR
- PD3
- Switch #
- (3-28) CUST4CDTPL
- (1-28) CUSTDTCHE
- TRGNDPLAT
- TRGNDSP



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/13/2025
		<b>Clerk's File #</b>	OPR 2025-0070
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Bid #</b>	EMERGENCY
<b>Contact Name/Phone</b>	LOREN SEARL 509-625-7821	<b>Requisition #</b>	RE #20659
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4100 EMERGENCY WEINMAN PUMP REPLACEMENT PARTS		

**Agenda Wording**

Emergency pump impeller purchase from Integrity Pump Solutions, Inc (Caldwell, ID) before pumping season starts.

**Summary (Background)**

During a maintenance inspection, it was found that the three, Weinman split case booster pumps installed at Garden Park booster are severely worn and missing large portions of their impellers. Garden Park is a critical booster station for supplying the southern half of the South Hill that needs to be repaired before pumping season starts. The lead time for these parts does not allow us to follow the standard procurement process and requires an emergency purchase.

**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 is specifically designed to assist low-income residents get caught up on their City utility bills.

**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**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 83,694.56		
Current Year Cost	\$ 83,694.56		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
Emergency non-competitive purchase of replacement parts for installed Weinman pumps.			
<b>Amount</b>			
<b>Budget Account</b>			
Revenue	\$ 83,694.56	# 4100-42460-34148-53210-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Water Dept Revenue 4100-42460-34148-53210-99999			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
N/A			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	SEARL, LOREN	<b>PURCHASING</b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
tprince@spokanecity.org		tlester@spokanecity.org	
nrussell@spokanecity.org		rrpenaluna@spokanecity.org	
crickman@spokanecity.org		dgreenlund@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	January 23 2025
<b>Submitting Department</b>	Water & Hydroelectric Services
<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>	4100 Emergency Weinman pump replacement parts
<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	During a maintenance inspection, it was found that the three, Weinman split case booster pumps installed at Garden Park booster are severely worn and missing large portions of their impellers. Garden Park is a critical booster station for supplying the southern half of the South Hill that needs to be repaired before pumping season starts. The lead time for these parts does not allow us to follow the standard procurement process and requires an emergency purchase.
<b>Fiscal Impact</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <b><u>\$83,694.56</u></b>	
Current year cost: <b>\$83,694.56</b>	
Subsequent year(s) cost: N/A	
<b>Narrative:</b> <u>Emergency non-competitive purchase of replacement parts for installed Weinman pumps.</u>	
<b>Funding Source</b> <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: <b>Program revenue</b>	
Is this funding source sustainable for future years, months, etc? <b>Water Dept Revenue 4100-42460-34148-53210-99999</b>	
<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.) N/A	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
<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</li> </ul>	

both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- 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.





**By Signing below, I accept this offering:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Accepted by (Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Thanks,

Matt Clemens

Sales Manager

Integrity Pump Solutions



**I: FORMATION OF CONTRACT:** These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by Integrity Pump Solutions, inc.(referred to as "Integrity" from here on), comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by Integrity (see "Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of Integrity's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that Integrity communicates to Purchaser via Integrity's acknowledgement, in writing. Integrity's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on Integrity, whether or not they would materially alter the Agreement, and Integrity Pump Solutions, inc.. hereby objects to and rejects the same unless such terms and conditions are delivered to Integrity prior to Quotation and referenced in the Quotation.

Pricing does not include taxes, FOB point of manufacture with freight prepay and add. Pricing does not include any State, Sales, Use and/or other taxes as may be applicable to this project.

**II: ESCALATION:** The prices as quoted will be held firm through the quoted delivery period provided Integrity has received a written, technically complete, commercially acceptable purchase order from our customer and all the submittal data has been returned approved to Integrity within the 60 days from the date submitted and the equipment has been released to manufacture.

**III: TERMS AND CONDITIONS:** This proposal is valid for acceptance through fourteen (14) days from referenced bid date and is subject to the attached Integrity terms and conditions. Field Service and Start-Up has not been included in the pricing of the equipment listed above. If Field Service and Start-Up on site is required the rate will be \$1,500.00 per each 8-hour day. If there are any differences between the Integrity terms and any part of the bid specifications, then the Integrity terms shall apply and take precedence. Integrity will not be responsible for any form of back charges or liquidated damages or any form for the above referenced project. Integrity will be willing to negotiate final terms and conditions with the awarded contractor after the bid date. Contractor will be liable for fees associated with Submittals if contract is terminated prior to release or delivery of equipment to the job site.

**IV: WARRANTY:** The Manufacturers standard warranty as per the attached terms and conditions shall apply to this proposal. Any form of push/pull charges associated with project due to warranty is not part of Integrity's Scope of Supply. Repairs come with a standard 90 day warranty, from ship date.

**V: TERMS OF PAYMENT:** Integrity's standard payment terms are net thirty (30) days from invoice date. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If Integrity Pump Solutions, inc. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

**INTEGRITY PUMP SOLUTIONS, INC. TERMS & CONDITIONS**

**1. General:** These Purchase Terms and Conditions form a part defined or referenced as the Agreement. In case of conflicts and discrepancies between the Agreement and any other document, the parties' intent shall be inferred from the Agreement document read as a whole and the most strict and stringent clause or requirement of any part of the Agreement shall control, unless specifically stated otherwise. The Agreement reference will supersede all related documents, including but not limited to, invoices, packing slips, delivery receipts, and correspondence.

**2. Acceptance:** BUYER shall be bound by this Agreement when it commences any performance hereunder. This Agreement expressly limits acceptance to the terms and conditions stated herein, including any and all attachments, exhibits, or other documents referenced. SELLER's conditions shall be deemed accepted in their entirety by commencement of any work hereunder or upon failure to notify SELLER in writing of exceptions within five (5) business days from date of issuance of this Agreement, whichever occurs first.

- 3. Termination for Convenience of BUYER.** BUYER retains the right to suspend or terminate this Agreement or any part thereof for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause its suppliers or subcontractors to cease such work. BUYER will be responsible for reasonable termination charge consisting of a percentage of the Agreement price reflecting the percentage of the work properly delivered prior to the notice of termination plus actual direct costs resulting from termination, including cancellation charges directly associated with costs for items that are in production at time of cancellation. SELLER shall not be paid for any work done after receipt of the notice of termination which SELLER could reasonably have avoided, nor for any costs incurred by SELLER's suppliers or subcontractors which SELLER could reasonably have avoided.
- 4. Termination for Cause:** BUYER may also terminate this Agreement or any part hereof for cause in the event of any default by the SELLER or if the SELLER fails to comply with any of the terms and conditions of this Agreement. Late deliveries, delivery of goods which are defective or which do not conform to this Agreement, and failure to provide BUYER upon request of reasonable assurance of future performance shall all be causes allowing BUYER to terminate this Agreement for cause. In the event of termination for cause, BUYER shall not be liable to SELLER for any amount and SELLER shall be liable to BUYER for any and all damages sustained by reason of the termination.
- 5. Proprietary Information, Confidentiality, and Advertising:** BUYER shall consider all information furnished by SELLER to be confidential and shall not disclose any such information for any purpose other than performing this Agreement, unless BUYER obtains written permission from SELLER to do so. This restriction shall apply, but not be limited to, articles, drawings, specification, or other documents prepared by SELLER for BUYER in connection with this Agreement. SELLER shall not advertise or publish the fact that BUYER has contracted to purchase goods or services from SELLER, nor shall any information relating to the Agreement be disclosed without BUYER's written permission. Unless otherwise agreed in writing, commercial, financial or technical information disclosed in any manner or at any time by SELLER to BUYER shall be deemed secret or confidential.
- 6. Costs Included in Price:** Unless otherwise specified, the price stated on this Agreement includes all charges and expenses of SELLER, including but not limited to packing, boxing, cartage, and any and all applicable taxes of federal, state, local government including, but not limited to, duty, excise tax, sales and use tax, occupational tax, processing tax, and manufacturing tax. SELLER agrees to accept in lieu of any tax that may be included in this Agreement, a tax exemption certificate or other evidence acceptable to the federal, state or local government and to reduce the price stated herein by the amount of such exempt tax.
- 7. Liens or Claims:** The SELLER has the right to file a lien on the Project, then to the extent of any payments made. SELLER agrees as part of this Agreement, and for the consideration herein set forth, that SELLER will execute a general release waiving, upon receipt of final payment by SELLER, all claims, except those claims previously made in writing to BUYER and remaining unsettled at the time of final payment.
- 8. Affirmative Action:** SELLER warrants that the goods and/or services covered by this Agreement will be produced in compliance with the requirements of applicable labor and employment laws, regulations, and orders.
- 9. Remedies:** Each of the rights and remedies reserved by SELLER in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.
- 11. Setoff:** No claims for money due or to become due from BUYER shall be subject to deduction or set off by the BUYER by reason of any claim arising out of this or any other transaction without the prior approval of the SELLER.
- 12. Shipment:** Delivery charges are the responsibility of the BUYER. All freight will be shipped FOB Shipping point unless alternative agreements are assigned.
- 13. Delivery:** Time is an important consideration of this Agreement. Deliveries of goods and/or rendering of services are to be made both in quantities and at terms specified on the face hereof, or upon release schedules furnished against this Agreement.
- 14. Title, Risk of Loss and Storage:** Unless otherwise stated in this Agreement, title to the goods shall pass from SELLER to BUYER and/or Owner upon shipment and initial receipt of the goods by carrier. BUYER shall be responsible for loss or damage to work in transit and all goods to be furnished hereunder BUYER will be responsible for required storage of all goods if specified.
- 15. Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of IDAHO.
- 16. Compliance with Laws:** In accepting this Agreement SELLER warrants that it has and will continue during the performance of this Agreement to comply with the applicable provisions of all federal, state and local laws and regulations including, but not limited to:
- Fair Labor Standards Act of 1938, as amended.
  - The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended and implementing rules and regulations (41 CFR) which are incorporated herein by reference, unless this Agreement is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O..
  - The Affirmative Action for Handicapped Workers Clause in (41 CFR, Part 60, Sub Section 741.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US \$2,500.
  - The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause (41 CFR, Part 60, Sub section 250.4) and the implementing rules and regulations of the Department of Labor associated therewith which are incorporated herein by reference, unless this Agreement is under US\$10,000.
- 17. Notice:** All notices required to be given hereunder shall be deemed to be duly given by person delivering such notice or by mailing it, via reregistered or certified mail as follows. Notice to SELLER shall be at the address recorded on the face of this Agreement. Notice to BUYER shall be to the address appearing on the face of the Purchase Document.
- 18. Savings:** If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said law.

**19. Entire Agreement:** This Agreement, including as applicable SELLER's proposal to the BUYER, constitutes the entire agreement between SELLER and BUYER and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. Any additional or different terms in SELLER's terms or proposal are hereby expressly rejected.

**20. INSURANCE AND CLAIMS.** If SELLER or its employees or agents come into Contractor's premises or Project in connection with this Agreement, SELLER agrees to carry (l) Commercial General Liability Insurance covering personal injuries (including death), both in commercially reasonable amounts. SELLER further agrees to provide and maintain Workers' Compensation, Insurance in conformity with the laws of the state in which such premises or Project is located and Employer's Liability Insurance.

**21. DISPUTE RESOLUTION.** Promptly after identification of a "claim" (a demand for monetary compensation or damages or time extension, arising from or relating to the Project), BUYER and SELLERS designated representatives shall meet and attempt to reach agreement upon a reasonable, compromise resolution of the claim. If any claim not involving the Owner remains unresolved after this attempt, BUYER & SELLER agree promptly to submit the matter to mediation by an experienced, mutually acceptable mediator within one hundred twenty (120) calendar days after the meeting of the parties' representatives, unless the parties both agree upon a longer period of time. The parties mutually agree that the resolution of the Arbitration will be fully binding. The parties shall share equally the mediator's fee for the mediation.

**22. MUTUAL INDEMNIFICATION.** Each Party shall defend, indemnify, and hold harmless the other Party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of Third Parties, and all associated losses or damages, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

**23. EXCLUSION OF CONSEQUENTIAL DAMAGES.** In no event shall Integrity be liable for any punitive, exemplary or other special damages, or for any indirect, incidental or consequential damages (including for lost profits, work stoppages or lost business opportunity) arising under or in relation to this Agreement, whether arising under breach of contract, tort or any other legal theory, and regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/15/2025
		<b>Clerk's File #</b>	OPR 2025-0071
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Bid #</b>	RFQ 6286-24
<b>Contact Name/Phone</b>	LOREN SEARL 509-625-7821	<b>Requisition #</b>	RE #20657
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	BWILKERSON JBINGLE KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4100 WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS		

**Agenda Wording**

Approve Purchase of miscellaneous waterworks products from HD Fowler \$40,373.46+TX; Consolidated Supply \$16,209.20+TX; Ferguson WaterWorks \$13,186.50+TX; Core & Main \$41,266.40+TX

**Summary (Background)**

On December 10th 2024, Invitation for Bids #6286-24 for Miscellaneous WaterWorks Products was issued. Four (4) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.

**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 is specifically designed to assist low-income residents get caught up on their City utility bills.

**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**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 121,028.77
Current Year Cost	\$ 121,028.77
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
This item has gone out to bid #6286-24, to restock 2024 WaterWorks Inventory.	
<b>Amount</b>	
Revenue	\$ 121,028.77
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<b>Budget Account</b>	
	# 4100 42440 94340 56595 99999
	#
	#
	#
	#
	#
<b>Funding Source</b> One-Time	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
4100 42440 94340 56595 99999	
<b>Expense Occurrence</b> One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Dept Head</b>	SEARL, LOREN
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	PRINCE, THEA
<b>Distribution List</b>	
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	Council Date 2/10/25
<b>Submitting Department</b>	Water & Hydroelectric Services
<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>	4100 Water Dept. Purchase of Misc Waterworks Products
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>	On December 10 <sup>th</sup> 2024, Invitation for Bids #6286-24 for Miscellaneous WaterWorks Products was issued. Four (4) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.
*use the Fiscal Impact box below for relevant financial information	

**Fiscal Impact**

**Approved in current year budget?**     Yes     No     N/A

Total Cost: 111,035.56+Tax - Total \$121,028.77

Current year cost: \$121,028.77

Subsequent year(s) cost:

**Narrative:** This item has gone out to bid #6286-24, to restock 2024 WaterWorks Inventory

**Funding Source**     One-time     Recurring     N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100 42440 94340 56595 99999

**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 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 is specifically designed to assist low-income residents get caught up on their City utility bills.



- 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.

Miscellaneous Waterworks Products 2025

Reference Number	Description	UOM	Quantity	H D FOWLER CO	Consolidated Supply Co.	Ferguson Waterworks	Core & Main
Product - Repair Clamps			ARO	20	20	35	30
City #C2312-06	Bell Joint Leak 6"	Each	10	\$2,304.50	\$2,710.30	\$1,816.20	\$2,706.50
City #C2312-08	Bell Joint Leak 8"	Each	5	\$1,544.20	\$1,872.60	\$1,254.75	\$1,869.85
City #C2411-04	Full Circle 4" (Range 6.84-7.24)	Each	2	\$262.92	\$434.72	\$292.58	\$434.08
City #C2411-06	Full Circle 6" (Range 6.84-7.24)	Each	30	\$4,296.00	\$7,843.50	\$5,345.10	\$7,791.00
City #C2411-08	Full Circle 4" (Range 6.84-7.24)	Each	2	\$313.56	\$615.86	\$415.22	\$614.96
City #C2411-12	Full Circle 12" (Range 6.84-7.24)	Each	4	\$943.44	\$1,859.60	\$1,282.56	\$1,856.92
City #C2413-06	Full Circle, Tapped 1" 6" (Range 6.84-7.24)	Each	2	\$343.84	\$635.96	\$385.40	\$635.02
City #C2413-12	Full Circle, Tapped 1" 12" (Range 6.84-7.24)	Each	1	\$242.00	\$521.43	\$354.69	\$520.67
Total Repair Clamps Category				\$10,250.46	\$16,493.97	\$11,146.50	\$16,429.00
Product - Restrained Glands			ARO	60	50	84	45
City #GL1000-06	MJ Restraint Kit 6"	Each	120	\$7,680.00	\$6,720.00	\$6,720.00	\$6,549.60
City #GL1000-10	MJ Restraint Kit 10"	Each	15	\$1,905.00	\$1,602.75	\$1,603.05	\$1,561.50
City #GL1000-12	MJ Restraint Kit 12"	Each	25	\$3,825.00	\$3,531.25	\$3,531.25	\$3,439.50
City #GL1000-24	MJ Restraint Kit 24"	Each	10	\$5,610.00	\$5,237.50	\$5,235.60	\$5,099.60
City #GL1000S-06	MJ Restraint Split Gland Kit - 6"	Each	4	\$388.00	\$337.00	\$337.64	\$328.88
City #GL1000S-08	MJ Restraint Split Gland Kit - 8"	Each	4	\$468.00	\$415.00	\$415.28	\$404.52
Total Restrained Glands Category				\$19,876.00	\$17,843.50	\$17,842.82	\$17,383.60
Product - Tapping Sleeves			ARO	30	20	35	30
City #S2304-18x04	Fabricated Steel, Flange Outlet 18" x 4" (Range 6.90-7.20)	Each	1	\$725.00	\$970.82	\$577.23	\$858.52

Not Awarding at this time

City #S2306-06x04	Fabricated Steel, Flange Outlet 06" x 4" (Range 8.98-9.37)	Each	1	\$822.00	\$813.40	\$438.98	\$812.20	Not Awarding at this time
City #S2306-06x06	Fabricated Steel, Flange Outlet 06"x06" (Range 8.98-9.37)	Each	10	\$9,160.00	\$9,262.00	\$5,145.80	\$9,199.90	Not Awarding at this time
Total Tapping Sleeves Category				\$10,707.00	\$11,046.22	\$6,162.01	\$10,870.62	
Product - Ductile Iron Fittings			ARO	25	30	21	15	
City #B2344-06	Bend, MJ 45° 6"	Each	6	\$587.40	\$604.80	\$568.32	\$558.90	
City #B2344-08	Bend, MJ 45° 8"	Each	10	\$1,426.50	\$1,468.30	\$1,379.70	\$1,356.80	
City #B2344-10	Bend MJ 45° 10"	Each	2	\$410.90	\$422.94	\$397.42	\$390.82	
City #B2344-12	Bend, MJ 45° 12"	Each	6	\$1,842.60	\$1,896.72	\$1,782.24	\$1,752.66	
City #B2349-04	Bend, MJ 90° 4"	Each	8	\$591.84	\$609.28	\$572.48	\$563.04	
City #B2349-06	Bend MJ 90° 6"	Each	2	\$241.60	\$248.74	\$233.72	\$229.86	
City #B2379-04	Bend, MJ x Flange 90° 4"	Each	7	\$592.20	\$609.77	\$573.02	\$563.50	
City #C3372-04	Adapter, MJ x FL 4"	Each	10	\$702.50	\$723.10	\$679.50	\$668.30	
City #C3372-06	Adapter, Mj x FL 6"	Each	5	\$484.50	\$498.55	\$468.45	\$460.70	
City #C3372-08	Adapter, MJ x FL 8"	Each	9	\$1,307.70	\$1,346.13	\$1,264.95	\$1,243.89	
City #C3372-30	Adapter, MJ x FL 30"	Each	1	\$2,430.00	\$2,553.63	\$2,399.49	\$2,359.59	
City #C1344-04	Cap Tapped 2", MJ 4"	Each	5	\$287.50	\$295.85	\$278.00	\$275.60	
City #C1344-06	Cap Tapped 2", MJ 6"	Each	3	\$236.34	\$231.75	\$228.57	\$226.59	
City #S2341-06	Long Sleeve, MJ 6"	Each	50	\$5,482.50	\$5,643.00	\$5,302.50	\$5,179.00	
City #S2341-10	Long Sleeve, MJ 10"	Each	6	\$1,261.50	\$1,298.46	\$1,220.10	\$1,199.82	
City #S2341-12	Long Sleeve, MJ 12"	Each	5	\$1,415.75	\$1,457.30	\$1,369.35	\$1,357.45	
City #T1340-06x06x04	Tee, MJ 6" x 6" x 4"	Each	4	\$643.00	\$661.80	\$621.88	\$616.48	
City #T1340-06x06x06	Tee, MJ 6" x 6" x 6"	Each	8	\$1,384.00	\$1,424.48	\$1,335.28	\$1,326.88	
City #T1340-08x08x04	Tee, MJ 8" x 8" x 4"	Each	1	\$186.80	\$192.30	\$180.70	\$179.13	
City #T1340-08x08x06	Tee, MJ 8" x 8" x 6"	Each	1	\$214.50	\$220.79	\$207.47	\$205.66	

City #T1340-08x08x08	Tee, MJ 8" x 8" x 8"	Each	1	\$259.20	\$266.81	\$250.71	\$248.53
City #T1340-12x12x06	Tee, MJ 12" x 12" x 6"	Each	5	\$1,748.50	\$1,799.75	\$1,691.15	\$1,676.40
Total Ductile Iron Fittings Category				\$23,737.33	\$24,474.25	\$23,005.00	\$22,639.60
Product - Pipe: Copper			ARO	no bid	no bid	42	45
City #P1100-03/4	3/4" - 60' Rolls	Foot	5,040.00		withdrew response	\$31,449.60	
City #P1100-1	1" - 60' Rolls	Foot	10,020.00		withdrew response	\$83,065.80	
Total Pipe Copper Category				\$0.00	\$0.00	\$105,149.40	\$114,515.40
Product - Pipe: HDPE			ARO	20	30	21	10
City #P1000-1-1/2	1-1/2" - 100' rolls	Foot	100	\$115.00	\$115.00	\$97.00	\$103.00
City #P1000-2	2" - 100' Rolls	Foot	1,000.00	\$1,900.00	\$1,960.00	\$1,640.00	\$1,640.00
Total Pipe Copper Category				\$2,015.00	\$2,075.00	\$1,737.00	\$1,743.00
Product - Gaskets			ARO	25	30	28	15
City #G1000-04	Tyton Joint Restraint, 4"	Each	25	\$1,770.00	\$1,466.50	\$1,400.00	\$1,741.00
City #G1000-06	Tyton Joint Restraint, 6"	Each	50	\$5,030.00	\$4,164.00	\$3,950.00	\$4,893.00
City #G1000-08	Tyton Joint Restraint, 8"	Each	8	\$1,101.20	\$902.32	\$856.00	\$1,071.12
City #G1000-10	Tyton Joint Restraint, 10"	Each	2	\$348.00	\$283.60	\$312.00	\$346.98
City #G1000-10	Tyton Joint Restraint, 12"	Each	40	\$7,960.00	\$6,552.00	\$7,200.00	\$7,932.00
Total Gasket Category				\$16,209.20	\$13,368.42	\$13,718.00	\$15,984.10
Product - All Thread			ARO	25	30	21	30
City #R3311-03/4	All Thread Rod 3/4"	Foot	100	\$315.00		\$265.00	\$280.00
City #R3311-05/8	All Thread Rod 5/8"	Each	40	\$106.00		\$68.00	\$76.80
City #R3311-07/8	All Thread Rod 7/8"	Each	20	\$86.00		\$175.00	\$83.60
City #R3311-1	All Thread Rod 1"	Each	60	\$345.00		\$714.00	\$303.00
Total All Thread Category				\$852.00	\$0.00	\$1,222.00	\$743.40

Not Awarding at this time

Not Awarding at this time

Product - Hydrant Parts	ARO		20		30	21 no bid
City #HY-STORZ-NS	Storz Fitting, STORZ x NH, 5" x 4-1/2"	Each	50	\$12,950.00	\$12,970.50	\$11,449.50
Total for Hydrant Parts Category				\$12,950.00	\$12,970.50	\$11,449.50 \$0.00
Product - Pipe: Flanged Ductile Iron DI FLxSP	ARO					
City #C3370-4x72	4"x72"	Each	1	\$526.10	\$618.02	\$499.80
Total Pipe Flanged Ductile Iron Category				\$526.10	\$618.02	\$0.00 \$499.80
Product - Pipe, Ductile Iron - Sewer Department	ARO					
	1 8" Ductile Iron Pipe - 18' lengths	Foot	828	\$27,779.40	\$29,857.68	\$27,878.76
	2 10" Ductile Iron Pipe - 18' Lengths	Foot	54	\$2,343.60	\$2,519.64	\$2,352.24
Total Pipe, Ductile Iron Sewer Dept. Category				\$30,123.00	\$32,377.32	\$0.00 \$30,231.00
Sub Total				\$127,246.09	\$131,267.20	\$191,432.23 \$231,039.52

Bid Total's without Copper and Tapping Saddles

	sub total	tax	Total
HD Supply	\$40,373.46	\$3,633.61	\$44,007.07
Consolidated	\$16,209.20	\$1,458.83	\$17,668.03
Ferguson	\$13,186.50	\$1,186.79	\$14,373.29
Core & Main	\$41,266.40	\$3,713.98	\$44,980.38
		Total W/ Tax	\$121,028.77



< Business Lookup

### License Information:

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**Entity name:** HD FOWLER COMPANY

**Business name:** HD FOWLER COMPANY

**Entity type:** [Profit Corporation](#)

**UBI #:** 179-016-679

**Business ID:** 001

**Location ID:** 0009

**Location:** Active

**Location address:** 410 N PARK RD  
SPOKANE VALLEY WA 99212-1126

**Mailing address:** 410 N PARK RD  
SPOKANE VALLEY WA 99212-1126



**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
				Active	Oct-31-2025	Jun-22-2022
			Spokane General Business - Non-Resident	Active	Oct-31-2025	Oct-23-2013
			Spokane Valley General Business	Active	Oct-31-2025	Nov-07-2022

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
ANTONELLI, CATHERINE	
BAY, MELISSA	
FOWLER, JAMES	

## Registered Trade Names





---

**Registered trade names**

**Status**

**First issued**

---

HD FOWLER COMPANY

Active

Jan-17-2018

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1/15/2025 10:04:07 AM

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< **Business Lookup**

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** CORE & MAIN LP

**Business name:** CORE & MAIN, LP

**Entity type:** [Limited Partnership](#)

**UBI #:** 602-456-211

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1215 N BRADLEY RD  
SPOKANE VALLEY WA 99212-1184

**Mailing address:** PO BOX 80600  
INDIANAPOLIS IN 46280-0600



**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 - Non-Resident</a>	T12051002BL			Active	Dec-31-2025	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				Active	Dec-31-2025	Feb-22-2005

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
CORE & MAIN INTERMEDIATE GP, LLC	
CORE & MAIN MIDCO, LLC	

## Registered Trade Names

Registered trade names	Status	First issued
CORE & MAIN, LP	Active	Apr-16-2018



Registered trade names	Status	First issued
GEM FAB & SUPPLY	Active	Jul-24-2019
GEM FABRICATION & SUPPLY	Active	Jul-24-2019

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< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** CONSOLIDATED SUPPLY CO.

**Business name:** CONSOLIDATED SUPPLY CO.

**Entity type:** [Profit Corporation](#)

**UBI #:** 409-023-243

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 305 N LAKE RD  
SPOKANE VALLEY WA 99212-0855

**Mailing address:** PO BOX 5788  
PORTLAND OR 97228-5788



**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="#">Cheney General Business - Non-Resident</a>	BUS2010-431			Active	Mar-31-2025	Jan-30-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12046862BL			Active	Mar-31-2025	Oct-15-2012
<a href="#">Spokane Valley General Business</a>	03124			Active	Mar-31-2025	Jul-30-2004

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
KRUMP, STEVE	
NEUPERT GORDON, KAROLYN	
NEUPERT, KEVIN R	
NEUPERT-HOCKLEY, KARLA	



**Governing people**

**Title**

PRESS, KRISTIN

**Registered Trade Names**

**Registered trade names**

**Status**

**First issued**

CONSOLIDATED SUPPLY CO.

Active

Oct-20-2010

THE FIXTURE GALLERY

Active

Oct-20-2010

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/8/2025

**Clerk's File #**

OPR 2025-0072

**Cross Ref #****Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Bid #**

RFQ 6287-24

**Contact Name/Phone**

LOREN SEARL 509-625-7821

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

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Sponsoring at Administrators Request**

NO

**Lease?** NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

4100 WATERWORKS SERVICE BRASS AND BALL VALVE VALUE BLANKET

**Agenda Wording**

Value blanket for the purchase of Service Brass from Consolidated Supply \$200,000.00+ TX Annually; and the purchase of Ball Valves from Ferguson Waterworks \$25,000.00+ TX Annually

**Summary (Background)**

On December 10th 2024, Invitation for Bids #6287-24 for Service Brass and Ball Valves was issued in ProcureWare. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.

**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 is specifically designed to assist low-income residents get caught up on their City utility bills.

**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**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 900,000.00 + Tax for a 4 year value blanket
Current Year Cost	\$ 225,000.00 + Tax
Subsequent Year(s) Cost	\$ 225,000.00 + Tax
<b><u>Narrative</u></b>	
This Value Blanket will support the Water Department's 2025 through 2029 construction and maintenance seasons by facilitating the purchase of Service Brass and Ball Valves on an as-needed basis.	
<b>Amount</b>	
<b>Budget Account</b>	
Revenue	\$ 225,000.00+Tax
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4100 42440 94340 56595 99999	
#	
#	
#	
#	
#	
#	
<b>Funding Source</b>	Recurring
<b>Funding Source Type</b>	Program Revenue
<b>Is this funding source sustainable for future years, months, etc?</b>	
4100 42440 94340 56595 99999	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	SEARL, LOREN
<b>PURCHASING</b>	NECHANICKY, JASON
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	1/23/25 Council Date 2/10/25
<b>Submitting Department</b>	Water & Hydroelectric Services
<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>	4100 Waterworks Service Brass and Ball Valve Value Blanket
<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>Value blanket for the purchase of Service Brass from Consolidated Supply \$200,000.00+ TX Annually; and the purchase of Ball Valves from Ferguson Waterworks \$25,000.00+ TX Annually</p> <p>On December 10<sup>th</sup> 2024, Invitation for Bids #6287-24 for Service Brass and Ball Valves was issued in ProcureWare. Three (3) responses were received. Award of this business is being recommended in accordance with the low responsive, responsible bidder in each category.</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>900,00.00 + Tax</u> Total Cost for a 4 Year Value Blanket</p> <p style="padding-left: 40px;">Current year cost: \$225,000.00 +Tax</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$225,000.00 + Tax</p> <p><b>Narrative:</b> <u>This Value Blanket will support the Water Department's 2025 through 2029 construction and maintenance seasons by facilitating the purchase of Service Brass and Ball Valves on an as-needed basis.</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? 4100 42440 94340 56595 99999</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>	
<b>Operations Impacts</b> (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. 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 is specifically designed to assist low-income residents get caught up on their City utility bills.
- 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 -Water & Hydroelectric Department

**BID TABULATION**

RFQ #6287-24

Title Waterworks Servcie Brass & Ball Valves Annual Value Blanket

Reference Number	Description	UOM	Quantity	Consolidated Supply Co.	Ferguson Waterworks	Core & Main
Product - Service Brass ARO				45	120	45
City #E1132-03/4	90° Elbow, COMP x FIP 3/4"	Each	45	\$864.00	\$934.65	\$1,104.75
City #E1132-1	90° Elbow, COMP x FIP 1"	Each	20	\$625.40	\$677.20	\$737.20
City #E1132-1-1/2	90° Elbow, COMP x FIP 1-1/2"	Each	1	\$79.16	\$85.73	\$93.72
City #E1132-2	90° Elbow, COMP x FIP 2"	Each	20	\$2,263.40	\$2,450.80	\$2,161.40
City #E1122-03/4	90° Elbow, COMP x MIP 3/4"	Each	30	\$443.70	\$480.90	\$495.60
City #E1122-1	90° Elbow, COMP x MIP 1"	Each	15	\$369.45	\$399.90	\$428.10
City #E1122-1-1/2	90° Elbow, COMP x MIP 1-1/2"	Each	1	\$71.52	\$77.45	\$84.65
City #E1122-2	90° Elbow, COMP x MIP 2"	Each	150	\$15,376.50	\$16,650.00	\$18,120.00
City #E1144-03/4	90° Elbow, COMP x COMP 3/4"	Each	20	\$425.20	\$460.60	\$476.40
City #E1144-1	90° Elbow, COMP x COMP 1"	Each	15	\$410.25	\$443.70	\$458.85
City #E1144-1-1/2	90° Elbow, COMP x COMP 1-1/2"	Each	1	\$87.75	\$95.01	\$103.85
City #E1144-2	90° Elbow, COMP x COMP 2"	Each	45	\$7,988.85	\$8,650.35	\$9,454.05
City #C4122-03/4	Corporation Stop, CC x COMP 3/4"	Each	25	\$1,077.25	\$1,181.00	\$1,253.75
City #C4122-1	Corporation Stop, CC x COMP 1"	Each	25	\$1,417.00	\$1,553.00	\$1,649.50

City #C4132-03/4	Corporation Stop, IP x COMP 3/4"	Each	150	\$6,463.50	\$7,086.00	\$7,492.50
City #C4132-1	Corporation Stop, IP x COMP 1"	Each	550	\$31,174.00	\$34,166.00	\$36,107.50
City #C4132-1-1/2	Corporation Stop, IP x COMP 1-1/2"	Each	1	\$127.03	\$139.20	\$148.89
City #C4132-2	Corporation Stop, IP x COMP 2"	Each	100	\$21,011.00	\$23,023.00	\$24,547.00
City #C4140-03/4	Corporation Stop, IP x MIP 3/4"	Each	1	\$37.14	\$40.72	\$47.49
City #C4140-1	Corporation Stop, IP x MIP 1"	Each	1	\$49.28	\$54.02	\$65.47
City #C4140-2	Corporation Stop, IP x MIP 2"	Each	1	\$198.80	\$217.85	\$286.05
City #C3132-03/4	Coupling, COMP x FIP 3/4"	Each	80	\$1,143.20	\$1,232.00	\$1,360.00
City #C3132-1	Coupling, COMP x FIP 1"	Each	20	\$388.00	\$417.80	\$486.80
City #C3132-1-1/2	Coupling, COMP x FIP 1-1/2"	Each	1	\$56.43	\$60.73	\$66.36
City #C3132-2	Coupling, COMP x FIP 2"	Each	25	\$1,679.25	\$1,808.00	\$1,976.75
City #C3122-03/4	Coupling, COMP x MIP 3/4"	Each	100	\$1,360.00	\$1,464.00	\$1,584.00
City #C3122-1	Coupling, COMP x MIP 1"	Each	200	\$3,222.00	\$3,466.00	\$3,742.00
City #C3122-1-1/2	Coupling, COMP x MIP 1-1/2"	Each	1	\$44.12	\$47.48	\$51.89
City #C3122-2	Coupling, COMP x MIP 2"	Each	30	\$1,927.80	\$2,075.70	\$2,268.00
City #C3114-03/4	Coupling, COMP x COMP 3/4"	Each	120	\$1,984.80	\$2,139.60	\$2,320.80
City #C3114-1	Coupling, COMP x COMP 1"	Each	80	\$1,516.00	\$1,631.20	\$1,692.00
City #C3114-1-1/2	Coupling, COMP x COMP 1-1/2"	Each	1	\$63.36	\$68.24	\$74.53
City #C3114-2	Coupling, COMP x COMP 2"	Each	18	\$1,540.08	\$1,657.98	\$1,811.88

City #C6124-03/4	Curb Stop, FIP x FIP 3/4"	Each	1	\$47.08	\$50.24	\$55.15
City #C6124-1	Curb Stop, FIP x FIP 1"	Each	1	\$73.16	\$78.09	\$85.69
City #C6124-1-1/2	Curb Stop, FIP x FIP 1-1/2"	Each	1	\$149.83	\$159.90	\$176.77
City #C6124-2	Curb Stop, FIP x FIP 2"	Each	1	\$219.13	\$233.86	\$258.67
City #C6126-03/4	Curb Stop, COMP x FIP 3/4"	Each	140	\$7,448.00	\$7,947.80	\$8,708.00
City #C6126-1	Curb Stop, COMP x FIP 1"	Each	30	\$2,451.30	\$2,615.40	\$2,871.60
City #C6126-2	Curb Stop, COMP x FIP 2"	Each	25	\$6,185.00	\$6,600.25	\$7,305.50
City #C6113-03/4	Curb Stop, COMP x COMP 03/4"	Each	225	\$13,632.75	\$14,546.25	\$15,936.75
City #C6113-1	Curb Stop, COMP x COMP 1"	Each	500	\$45,540.00	\$48,605.00	\$53,220.00
City #C6113-1-1/2	Curb Stop, COMP x COMP 1-1/2"	Each	1	\$217.96	\$232.59	\$243.01
City #C6113-2	Curb Stop, COMP x COMP 2"	Each	90	\$27,575.10	\$29,428.20	\$32,479.20
City #C3142-1x3/4	Reducer Coupling, COMP x COMP 1" x 3/4"	Each	40	\$764.40	\$828.80	\$855.20
City #T1120-01x01x01	Tee, COMP x FIP 1" x 1" x 1"	Each	5	\$203.75	\$253.75	\$312.10
City #T1120-02x02x01	Tee, COMP x FIP 2" x 2" x 1"	Each	10	\$1,067.10	\$2,033.80	\$1,301.10
City #T1121-03/4x03/4x03/4	Tee, COMP x COMP 3/4" x 3/4" x 3/4"	Each	1	\$39.85	\$43.14	\$44.55
City #T1121-1x1x1	Tee, COMP x COMP 1" x 1" x 1"	Each	5	\$213.05	\$230.85	\$308.85
City #T1121-2x2x2	Tee, COMP x COMP 2" x 2" x 2"	Each	1	\$231.96	\$251.19	\$282.81
	1 Coupling, 3/4 COMP x 1" FIP Adapter	Each	1	\$17.03	\$18.33	\$19.89



<b>Sub total</b>				<b>\$211,561.67</b>	<b>\$229,093.25</b>	<b>\$247,216.57</b>	
<b>Product - Ball Valves ARO</b>				30	21	15	
City #V5221-1/2	Ball Valve, FNPT x FNPT 1/2"	Each	5	\$147.25	\$105.00	\$149.15	
City #V5221-1	Ball Valve, FNPT x FNPT 1"	Each	225	\$13,758.75	\$9,000.00	\$13,477.50	
City #V5221-1-1/2	Ball Valve, FNPT x FNPT 1-1/2"	Each	5	\$654.95	\$455.00	\$615.80	
City #V5221-2	Ball Valve, FNPT x FNPT 2"	Each	12	\$1,873.80	\$1,368.00	\$1,768.68	
City #V5221-3/4	Ball Valve, FNPT x FNPT 3/4"	Each	180	\$8,740.80	\$5,940.00	\$8,488.80	
<b>Sub total</b>				<b>\$25,175.55</b>	<b>\$16,868.00</b>	<b>\$24,499.93</b>	
<b>Sub Total Extended</b>				<b>\$236,737.22</b>	<b>\$245,961.25</b>	<b>\$271,716.50</b>	
				Sales Tax 9%	\$21,306.35	\$22,136.51	\$24,454.49
				Total	\$258,043.57	\$268,097.76	\$296,170.99



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** CONSOLIDATED SUPPLY CO.

**Business name:** CONSOLIDATED SUPPLY CO.

**Entity type:** [Profit Corporation](#)

**UBI #:** 409-023-243

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 305 N LAKE RD  
SPOKANE VALLEY WA 99212-0855

**Mailing address:** PO BOX 5788  
PORTLAND OR 97228-5788



**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="#">Cheney General Business - Non-Resident</a>	BUS2010-431			Active	Mar-31-2025	Jan-30-2019
<a href="#">Spokane General Business - Non-Resident</a>	T12046862BL			Active	Mar-31-2025	Oct-15-2012
<a href="#">Spokane Valley General Business</a>	03124			Active	Mar-31-2025	Jul-30-2004

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
KRUMP, STEVE	
NEUPERT GORDON, KAROLYN	
NEUPERT, KEVIN R	
NEUPERT-HOCKLEY, KARLA	



---

**Governing people****Title**

---

PRESS, KRISTIN

---

## Registered Trade Names

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**Registered trade names****Status****First issued**

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CONSOLIDATED SUPPLY CO.

Active

Oct-20-2010

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THE FIXTURE GALLERY

Active

Oct-20-2010

---

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1/10/2025 9:28:42 AM

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## License Information:

[New search](#) [Back to results](#)

**Entity name:** FERGUSON ENTERPRISES, LLC

**Business name:** FERGUSON ENTERPRISES, LLC

**Entity type:** [Limited Liability Company](#)

**UBI #:** 601-650-231

**Business ID:** 001

**Location ID:** 0051

**Location:** Active

**Location address:** 7310 E INDIANA LN  
SPOKANE VALLEY WA 99212-1249

**Mailing address:** 12500 JEFFERSON AVE  
NEWPORT NEWS VA 23602-4314



**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
Spokane General Business - Non-Resident				Active	Oct-31-2025	Oct-17-2024
Spokane Valley General Business				Active	Jul-31-2025	Sep-01-2015

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
BRUNDAGE, WILLIAM S. S.	
CHAMP- GUNTER, BRANDI	
CROWDER, BRENDA L.	
DUBOIS, REBECCA S.	
FOOTE, POLLY	



## Governing people

## Title

GALLO, ERIC A.

GRAHAM, IAN T.

MCELHANNON, SHAUN

MURPHY, KEVIN M. M

PILLARS, SALLY

RICE, WESLEY E.

YUTESLER, JULIE A.

◀ Page 1 of 2 ▶

## Registered Trade Names

Filter

### Registered trade names

### Status

### First issued

AIR COLD

Active

May-10-2005

AIR COLD SUPPLY

Active

Jul-20-2005

AIREFCO

Active

Feb-07-2023



Registered trade names	Status	First issued
COLUMBIA PIPE	Active	May-09-2024
COLUMBIA PIPE & SUPPLY	Active	May-09-2024
FERGUSON ENTERPRISES, INC DBA WPCC FORWARDING	Active	Oct-07-2013
FERGUSON ENTERPRISES, INC.	Active	Mar-02-2012
FERGUSON ENTERPRISES, LLC	Active	Jul-31-2019
FERGUSON INDUSTRIAL	Active	Mar-02-2022
FERGUSON INDUSTRIAL PLASTICS	Active	Oct-08-2003
FERGUSON INDUSTRIAL PLASTICS AND PUMP DIVISION	Active	Apr-25-2007
FERGUSON INDUSTRIAL PLASTICS DIVISION	Active	Jan-14-2004
FERGUSON WATERWORKS	Active	Sep-26-2019
FERGUSON XPRESSNET	Active	Jun-29-2005
POLLARDWATER	Active	Dec-23-2015





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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/10/2025
		<b>Clerk's File #</b>	OPR 2025-0067
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	RFQ 6294-24
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	RE 20628
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4490 PURCHASE OF BOILER LEVEL INDICATORS		

**Agenda Wording**

Purchase of boiler level indicators and associated parts from Babcock & Wilcox (Lancaster, OH) for use at the Waste to Energy Facility. Total cost is \$114,790.08 including tax and shipping.

**Summary (Background)**

The Waste to Energy Facility has two Babcock & Wilcox boilers that are utilized to incinerate municipal solid waste. They are currently in need of new boiler level indicators after 30+ years in operation. For interchangeability, compatibility, maintenance and uniformity reasons, the type of indicators utilized should be the Babcock & Wilcox Diamond Series Level Indicators. On December 20, 2024, bidding closed on RFQ 6294-25 for the upgrade of two of these level indicators as well as spare replacement parts for the systems utilized in the boilers. Babcock & Wilcox was the only respondent. The purchase of the two level indicators and associated parts is \$114,790.08 including tax and shipping.

**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 114,790.08
Current Year Cost	\$ 114,790.08
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
This is a repair and maintenance supply expense that is needed periodically. This purchase was planned for in the 2025 Solid Waste Disposal budget.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 114,790.08
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	One-Time
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Ron Pon, rtpon@babcock.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

**Bid Response Summary**

<b>Bid Number</b>	RFQ 6294-25
<b>Bid Title</b>	New Babcock and Wilcox Diamond Series Boiler Level Indicator Replacement Parts For Upgrade of Two Systems Utilized In Conjunction With The Two Babcock and Wilcox Refuse Fired Boilers Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility.
<b>Due Date</b>	Friday, December 20, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
<b>Bid Status</b>	Open for Bidding
<b>Company</b>	The Babcock & Wilcox Company
<b>Submitted By</b>	rtpon@babcock.com rtpon@babcock.com - Thursday, December 19, 2024 6:58:19 AM [(UTC-08:00) Pacific Time (US & Canada)] rtpon@babcock.com 7072651055
<b>Comments</b>	

**Question Responses**

Group	Reference Number	Question	Response
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.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.	Acknowledged
	#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.	Acknowledged
	#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.	Acknowledged

PAYMENT TERMS		
#1	Vendor acknowledges that 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.	Acknowledged
#2	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanker Order and Orde Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanker Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.	Acknowledged
BIDDER INFORMATION		
#1	Provide Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting proposal.	Ronald Pon The Babcock & Wilcox Company 2600 E. Main Street Lancaster, OH 43130 rtpon@babcock.com 707-265-1055
#2	State Person, Phone Number, and Email Address to be contacted by the City regarding Bid.	Ronald Pon 707-265-1055 rtpon@babcock.com

CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#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 a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder 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
#2	City of Spokane Business Registration Number	600592811
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation, Delaware
TERMS AND CONDITIONS		
#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 on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I don't agree and I don't acknowledge
#1.1	EXCEPTIONS: If you took exception above, upload here.	

<p>#2</p>	<p>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.</p>	<p>Certifies</p>
<p>ADDITIONAL ITEMS</p>		
<p>#1</p>	<p>The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.</p>	<p>Yes</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
Empty space for proprietary information/public disclosure		



	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>Acknowledged</p>
<p>MINORITY BUSINESS ENTERPRISE</p>		
	<p>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.</p>	<p>Is Not</p>

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 Not
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	Certifies 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	Bids must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the Bid Due Date.	Acknowledged

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 product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#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)?	Don't Know
#5	If so attach the results or 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
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	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
#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 and to accept the Quote deemed to be in the best interest of the City.	I agree and I acknowledge
#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Bid may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the products 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.	Acknowledged:

#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.	Acknowledged
----	---	--------------

#4

Successful bidder shall furnish standard warranty. State Warranty here:

Standard terms of warranty: B&W warrants that the Equipment will be free from defects in workmanship and materials for a period of one (1) year from the date of first use or eighteen (18) months after shipment of the Equipment, whichever occurs first. B&W shall, at its option, modify, adjust, repair or replace, to the delivery point specified in the Contract, any part or parts of the Equipment which are proven to not conform to this warranty. B&W is not liable for any transportation charges on parts returned for modification, adjustment, repair or replacement or any costs associated with the removal or reinstallation of such part or parts, nor shall B&W supply any labor for removal or reinstallation unless installation was included in B&W's original scope of Work. The warranty does not cover the effects of normal wear, tear, deterioration or abuse of the Equipment; or the effects of abrasion, erosion, or corrosion; or the effects of improper storage or erection (if not within B&W's scope of Work); or operation or maintenance not in accordance with B&W's operating instructions and other conditions of service specified in accordance with generally accepted utility practice. B&W is not responsible for equipment or

		parts furnished by others or repair or work done by others unless the same is specifically ordered by B&W.
#5	Federal and State laws governing this product and its final certification must be satisfied.	Acknowledged
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	Acknowledged
#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 any purchase order release against Value Blanket Order.	Acknowledged
#8	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.	Acknowledged
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 Bid.	Acknowledged

#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 in regards to New Babcock and Wilcox Diamond Series Boiler Level Indicator Replacement Parts to enable WTEF Maintenance personnel to perform Upgrade of Two Systems Utilized In Conjunction With The Two Babcock and Wilcox Refuse Fired Boilers Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility. No Substitutes or Or-Equals will be considered due to standardization of currently employed systems.	I agree and I acknowledge
#2.1	Awarded Vendor(s) would be responsible for providing new, spec'd replacement parts listed on the "Pricing Page RFQ 6294-25" located in Documents Tab. Delivered items must adhere to stated specs, No Substitutes or Or-Equals will be considered.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified items to 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 valve. Upload Letter	BW RFQ 6294-25 Cover Letter.pdf
#4	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	I agree and I acknowledge
#5	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#6	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here	



#7	If you took exception to above, explain in detail.	Not applicable as no SDS is needed.
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdrawal Bids prior to the scheduled bid due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I agree and I acknowledge
EVALUATION OF BIDS		
#1	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. Any other information having a bearing on the decision to award.	I agree and I acknowledge
QUOTING ERRORS		

#1	<p>Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. 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>	<p>I agree and I acknowledge</p>
<p>REJECTION OF QUOTES</p>		
#1	<p>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>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT or PURCHASE</p>		
1	<p>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. As applicable, City Council shall make the award of contract. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	<p>I agree and I acknowledge</p>
<p>DELIVERY - F.O.B. Delivery Point</p>		
#1	<p>Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.</p>	<p>I agree and acknowledge</p>

#2	<p>FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.</p>	I agree and I acknowledge
#3	<p>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.</p>	I do not agree or acknowledge
#4	<p>If you took exception to any of the above, explain in detail.</p>	<p>Risk of Loss - Shipping will be FCA Lancaster, OH. The risk of loss will be transferred to the Buyer once it leaves Vendor facility. It will be up to the Buyer to negotiate terms with the shipping company to transfer the risk to them during shipment.</p>
PRICING		
#1	<p>Sales Tax: 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 bidder's unit pricing. All submissions shall be tabulated with applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</p>	I agree and I acknowledge
#2	<p>Quantities shown on "Pricing Page RFQ 6295-25" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual order quantities may be more or less. Payment would only be made for actual orders placed, delivered, and accepted.</p>	I agree and I acknowledge

#3	Bidder must complete and upload "Pricing Page RFQ 6295-25" located in Documents Tab". Upload Here:	RFQ 6294-25 Pricing Page.pdf
#4	Should additional upgrade replacement parts be needed that are not currently listed, on the "Pricing Page RFQ 6295-25" located in Documents Tab", Vendor shall provide its current pricing inclusive of percentage markup above vendor's cost, for items that may be realized at a later point in time.	Yes
#4.1	Vendor would be contracted to obtain current pricing.	I agree and acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#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.	BW Proposal 3000161781 City of Spokane Rev C.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.	
#3	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.	

**PRICING PAGE**

**THESE 2 PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM**

**RFQ 6294-25**

**New Babcock and Wilcox Diamond Series Boiler Level Indicator Replacement Parts For Upgrade of Two Systems Utilized In Conjunction With The Two Babcock and Wilcox Refuse Fired Boilers Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility.**

<b>Part numbers and specifications for (2) two complete level indicator assemblies:</b>					
<b>Part Number</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price Each</b>	<b>Extended Price</b>	<b>Lead Time</b>
<b>DP-49-98-2107</b>	<b>Diamond Series II, 3 probe system with carbon steel column,</b>	<b>2</b>	<b>\$6,041</b>	<b>\$12,082</b>	<b>12-14wks</b>
<b>1160-1016</b>	<b>Reducing insert, 3/4" x 1/2" SW 3000# A105 (welded to give 1/2" gauge valve drain) rated for 2000 psig @ 700 deg. F</b>	<b>4</b>	<b>\$627</b>	<b>\$2,508</b>	<b>"</b>
<b>1160-1050</b>	<b>Coupling, 3/4" SW 3000# A105 (welded to give 1/4" FSW column drain)</b>	<b>4</b>	<b>\$330</b>	<b>\$1,320</b>	<b>"</b>
<b>1160-1200</b>	<b>Reducing Coupling, 1-1/2" x 1" (welded to give 1-1/2" drum conns)</b>	<b>4</b>	<b>\$396</b>	<b>\$1,584</b>	<b>"</b>
<b>9900-7195</b>	<b>Column lifting lug</b>	<b>2</b>	<b>\$221</b>	<b>\$442</b>	<b>"</b>
<b>DP-40-00-0910-03</b>	<b>Plain Column 2000 psi SA-106 GR B 21" centers</b>	<b>2</b>	<b>\$1,509</b>	<b>\$3,018</b>	<b>"</b>
<b>DP-46-01-1057</b>	<b>Model GVS Upper Gauge Isolation Valve, class 1500, SA-105 body, 3/4" class 2500 LFF flanged gauge connections, 1" SW column connections, 3/4: SW drain, OS &amp; Y, chain wheel operator 1" SW column connections, 3/4: SW drain, OS &amp; Y, chain wheel operator</b>	<b>4</b>	<b>\$3,805</b>	<b>\$15,220</b>	<b>"</b>
<b>DP-46-01-1072</b>	<b>Model GVS Lower Gauge Isolation Valve, Left-Handed, class 1500, SA-105 body, 3/4" class 2500 LFF flanged gauge connections, 1" SW column connections, 3/4: SW drain, OS &amp; Y, chain wheel operator</b>	<b>4</b>	<b>\$3,724</b>	<b>\$14,896</b>	<b>12-14wks</b>

Part Number	Description	Qty	Unit Price Each	Extended Price	Lead Time
DP-49-98-400F	Diamond Series II 7 Port 18-1/2" (470mm) visibility Flanged Gauge System	4	\$11,607	\$46,428	12-14wks
DP-46-20-9260	Bolting Kit consisting of: (8) eight A194 Gr 2H nut: (4) Four A193 Gr B7 studs" (1) One spiral wound gasket	8	\$108	\$864	"
Camera Assembly	Gauge viewing camera consisting of the following:				
Item #1	Camera, 1/2.8" DSP IP Day/Night Camera. 1920 x 1080 resolution, 12VDC or POE power, H.264.265 compression, NTSC analog video output for local monitoring. Remote setup via web browser	2	\$1,215	\$2,430	"
Item #2	Lens, Varifocal, DC auto iris 2.8-8mm F:1.0-360 (Day/Night)	2	\$235	\$470	"
Item #3	CH-112 housing includes internal universal camera bracket	2	\$895	\$1,790	"
Item #4	Pyrex front window	2	\$265	\$530	"
Item #5	Power supply, plug-in, 12VDC 1A & modification	2	\$80	\$160	"
Item #6	Demon II Cooler	2	\$450	\$900	12-14 wks
<b>Extended Subtotal</b>		\$104,812			
<b>Total Estimated Ground Freight Cost For Above Listed Items and Quantities for delivery to: Spokane Solid Waste Disposal, 2900 S Geiger Blvd Spokane WA 99224</b>		\$500			
<b>Subtotal Inclusive of Ground Freight Cost</b>		\$105,312			
<b>Overall Extended Subtotal</b>		\$105,312			
<b>Tax Rate 9%</b>		\$9,478.08			
<b>OVERALL EXTENDED TOTAL</b>		\$114,790.08			



**Diamond Power Boiler Cleaning Equipment**

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# **Proposal for Diamond Series II Gauge Equipment**

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**City of Spokane**

**B&W Quote No. 3000161781**

**Date: Dec 17<sup>th</sup>, 2024**

**REV C**

**Matt Harkleroad PE**

Product Support/Applications/R&D/Proposal Manager

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## Introduction

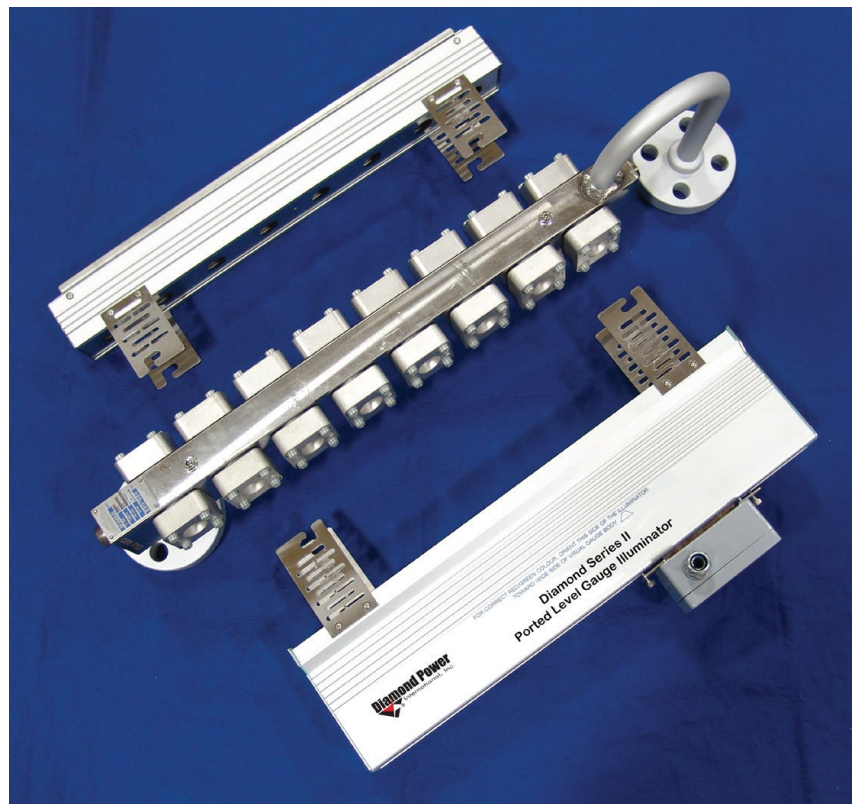
Babcock and Wilcox (B&W) is pleased to provide this proposal for water level gauge equipment.

### Diamond Series II-Multi Port Features

- Laminated and die formed graphoil sealing gasket
- Constructed to the ASME Boiler and Pressure Vessel Code requirements for design, materials and construction
- Indoor or outdoor installations rated NEMA 4X
- Illuminator is easily removed for gauge port inspection or repair
- 6 LED's per port produce extremely bright image, visible at more than 100 ft. away
- Level Display enables operator to easily view image

### Benefits

- One piece type 304L stainless steel body and covers provide corrosion resistance and long service life
- Belleville spring washers maintain gasket loading under thermal and pressure cycles
- Precision tempered and ground aluminosilicate glass provides clear visibility
- Two discs of premium V-1 quality clear ruby mica protect the glass from the steam and extend the service life
- All stainless steel and aluminum construction provides corrosion resistance and long service life
- LED's are immune to failure from vibration
- Extremely efficient; converts virtually all energy into light, reducing power consumptions and costs.
- Average LED life is 11 years, resulting in reduced maintenance and service costs
- Display and illuminator can be installed on either side of the gauge to provide viewing flexibility
- Adjustable end plate for exact placement of viewing screen, providing an unmistakable image



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+1 740.687.6500

### Diamond Series II-Multi Probe Features

- Solid state electronics and two-color display
- Solid state output to drive up to three remote displays
- NEMA 4X (IP66) enclosed detection and verification unit
- 10-amp power relay contact output for each probe to control trips and alarm
- Three-way adjustment for water conductivity
- Remote customized LED display panel is standard

### Benefits

- Electronic self-monitoring and indication in the D&V unit; optional probe wire continuity monitor, power supply failure (redundant power supplies), clock (DC detection circuit) failure
- 10-amp power relay contact output for electronic faults
- 10-amp power relay contact output for level fault (water over steam)
- On board water detection indication in the D&V unit



Series II Multi-Probe Electronic Unit, Column and Remote Display

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### Product Description and Scope of Supply

#### OPTION 1: Replace Full Assembly

##### Item #: 1

##### *Diamond Probe Column*

##### DP-49-98-2107

Diamond Series II, 3 Probe System with Carbon Steel Column, rated 2000 psig @ 700°F, consisting of:

Qty 1 DP-40-00-1203 3 Port 2000psi @ 700°F 2-1/2" Sch 80 SA-106 GR B Carbon Steel Column 27" centers with 1" pipe ends for steam, water & 3/4" drain connections

Qty 3 DP-40-10-0001 Diamond High Pressure Conductivity Swaged Probe Installed in the Column

Qty 1 DP-41-00-3108 Diamond Series II, 1 to 4 probe Electronic Unit in Nema 4X Enclosure 120V

Qty 3 DP-41-20-0030 Single Probe Housing & 20" Conduit Assembly with 36" High Temp Wire

Qty 2 1160-1016 Reducing Insert, 3/4" x 1/2" SW 3000# A105 (Welded to give 1/2" gauge valve drain)

Qty 2 1160-1050 Coupling, 3/4" SW 3000# SA-105 (Welded to give 3/4" FSW column drain)

Qty 2 1160-1200 Reducing Coupling, 1-1/2" x 1" SW 3000# SA-105 (Welded to give 1-1/2" drum conns)

Qty 1 9900-7195 Column Lifting Lug

Qty 1 DP-40-00-0910-03 Plain Column 2000 psi SA-106 GR B 21" centers

Qty 2 DP-46-01-1057 Model GV5200 Upper Gauge Isolation Valve, Class 1500, SA-105 body, 3/4" Class 2500 LFF flanged gauge connections, 1" SW column connections, OS & Y, chainwheel operator

Qty 2 DP-46-01-1072 Model GV5200 Lower Gauge Isolation Valve, Left Hand, Class 1500, SA-105 body, 3/4" Class 2500 LFF flanged gauge connections, 1" SW column connections, 3/4" SW drain, OS & Y, chainwheel operator

##### Item #:2

##### *Diamond Series II Ported Visual Gauge*

##### DP-49-98-4007F

Diamond Series II 7 Port 18 1/2" (470mm) visibility Flanged Gauge System consisting of the following:

Qty 1 DP-46-00-6185 Diamond Series II 7 Port 18 1/2" Visibility Bi-Colour Gauge, SA-479 TP 304 Stainless steel body and port covers, rated 3000 psi / 696 deg F, with 3/4" Class 2500 Flanged connections

Qty 1 DP-46-10-0327 Diamond Series II 7 Port Level Display

Qty 1 DP-46-10-3052 Diamond Series II 7 Port High Intensity Solid State Illuminator, NEMA 4X, with six low current LED's per port, 120 VAC operation

Qty 2 DP-46-20-9260 Bolt Kit consisting of: (8) A194 Gr 2H nut; (4) A193 Gr B7 stud; (1) Spiral wound gasket

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**Item #:3**

**Camera (POE)**

**QTY1 CAMERA ASSY**

Gauge Viewing Camera consisting of the following:

- Qty 1 Camera, 1/2.8" DSP IP Day/Night Camera, 1920x1080 Resolution, 12VDC or POE Power, H.264/265 compression, NTSC Analog Video Output only for local monitoring. Remote setup via web browser.
- Qty 1 Lens, Varifocal, DC Auto Iris 2.8-8mm F:1.0-360 (Day/Night)
- Qty 1 CH-112 Housing includes Internal Universal Camera Bracket
- Qty 1 Pyrex Front Window
- Qty 1 Power Supply, Plug-in, 12Vdc 1A & Modification
- Qty 1 Demon III Cooler

Qty 1 Camera mount Pedestal Mount, 20 lbs. Max. Load, 8"

**Note: This will require a web browser or a smart TV.**

## Firm Pricing

BASE BID			SALES PRICING (US \$)		
Item	Product	Description	Qty	Each	Extended
OPTION 1	Replacing all current gauge equipment in kind	1 probe column, 1 blank column, 4 flanged valves, 2 flanged gauges	2	\$49,181	\$98,362
ITEM 2	Cameras	POE	2	\$3,225	\$6,450
				<b>Total</b>	<b>\$104,812</b>

## Delivery & Terms

**Babcock & Wilcox Field Service (if offered)**

The price for Field Service Technical Support is shown below as an "adder".

Days can be added or removed as necessary at the given rate.

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---

B&W Field Engineering Services Rate Sheet

Field Service/Controls labor will be billed based on actuals, after service is completed.

### **Not Included:**

- External electrical field wiring for the controls system
- Steam and/or air supply piping, valves, fittings and supports
- Installation Labor
- Insulation
- Programming for the control system

### **Validity:**

This quote is valid for 90 days from the date on the cover page.

### **Equipment Delivery**

Delivery is estimated at 12-14 weeks After Receipt of Order (ARO) and all required information. Accelerated lead times will be evaluated upon request.

### **Terms and Conditions**

The prices in this proposal are **FCA Lancaster, Ohio**. Freight is prepaid and added to the invoice.

Payment Terms are Net 30 Days after receipt of invoice, or as mutually agreed in writing by the parties.

Equipment terms shall be per attached "GPS New Equipment & Services (Domestic) Rev. 19Mar2018"

### **Documentation**

All equipment and installation will be fully documented including: installation drawings, electrical drawings, mechanical drawings, complete O&M manuals, complete spare parts listing, and product information. All drawings provided in hardcopy format and/or TIFF format. Technical support is available 24 hours a day 7 days a week via the Babcock & Wilcox Hotline.

We look forward to working with you on this very important project. If you have any questions, please contact:

Matt Harkleroad | B&W Proposal Manager | 740-687-4012 | [mrharkleroad@babcock.com](mailto:mrharkleroad@babcock.com)

December 17, 2024

Attn: Warehouse  
City of Spokane  
2900 S Geiger Blvd  
Spokane, WA 99224-5400

Subject: B&W Cover Letter

Reference: RFQ 6294-25 New Babcock & Wilcox Diamond Series Boiler Level Indicator Replacement Parts

To Whom It May Concern:

The Babcock & Wilcox Company (B&W) whose headquarters located at 1200 E. Market Street Suite 650 in Akron, OH is the OEM for the boilers (NBIC 24931 & 24932) supplied to the City of Spokane in 1991 as part of B&W Contract Nos. 1371019 & 1371020.

As the boiler OEM, B&W possess all of the original boiler information and drawings allowing us to offer full aftermarket support for your boiler needs, whether that be replacement parts such as this RFQ or engineering services to support equipment installation or retrofits.

Please note that B&W Diamond Power is a subsidiary of B&W and is the OEM for Diamond Series II 7 Port 18-1/2" (470mm) visibility Flanged Gauge System and Camera, 1/2.8" DSP IP Day/Night Camera. 1920 x 1080 resolution. B&W Diamond Power is located at 2600 E Main St, Lancaster, OH 43130.

We would like to thank the City of Spokane for considering The Babcock & Wilcox Company for your boiler needs.

If you have any questions, please do not hesitate to call me in the Napa office at (800) 382-2577.

Very truly yours,

THE BABCOCK & WILCOX COMPANY



Ronald Pon  
Account Manager

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/10/2025
		<b>Clerk's File #</b>	OPR 2025-0069
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	ITB 6063-24
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	VB
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Purchase w/o Contract		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4490 VALUE BLANKET FOR THE PURCHASE OF HYDROCHLORIC ACID		

**Agenda Wording**

Five year value blanket award to Northstar Chemical, Inc. (Sherwood, OR) for the as-needed purchase of hydrochloric acid (HCL) for use at the Waste to Energy Facility from 1/1/25-12/31/29 and a total cost not to exceed \$625,000.00 plus tax.

**Summary (Background)**

Hydrochloric Acid (HCL) is used for the regeneration of the resin in the demineralized water system that provides water to the boilers at the WTE. On September 30, 2024, bidding closed on ITB 6063-24 for the as-needed annual requirement of Hydrochloric Acid (HCL). Four (4) responses were received and Oxarc (Spokane, WA) was the apparent low cost bidder. After award, the vendor was unable to honor the pricing quoted, so the award is now being given to the second lowest bidder, NorthStar Chemical, Inc. (Sherwood, OR). The value blanket award will be for five (5) years from Jan. 1, 2025 through Dec. 31, 2029 and a total cost not to exceed \$625,000.00 plus tax (approx. \$125,000.00 annually).

**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ \$625,000.00
Current Year Cost	\$ 125,000.00
Subsequent Year(s) Cost	\$ 125,000.00
<b><u>Narrative</u></b>	
This is a routine chemical supply expense that was planned for in the Solid Waste Disposal budget.	
<b>Amount</b>	
Expense	\$ \$625,000.00
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Additional Approvals</b>	
<b>PURCHASING</b>	PRINCE, THEA
<b>Distribution List</b>	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



**Bid Response Summary**

**Bid Number** ITB 6063-24  
**Bid Title** Hydrochloric Acid, As Needed  
**Due Date** Monday, September 30, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Northstar Chemical, Inc  
**Submitted By** Julie DeBellis - Tuesday, September 17, 2024 9:41:28 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 jdebellis@northstarchemical.com 503-625-3770

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	#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. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide spec'd spec's Hydrochloric Acid as needed.	Acknowledged
BID SUBMISSION			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.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.	Acknowledged
	#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 1:00 p.m. Pacific Local Time, on the bid opening date.	Acknowledged
	#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	Acknowledged
INTERPRETATION			

#1	<p>If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.</p>	I agree and I acknowledge
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**WITHDRAWAL OF BIDS**

#1	<p>Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.</p>	I agree and I acknowledge
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**EVALUATIONS OF BIDS**

1	<p>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.</p>	Acknowledged
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**BIDDING ERRORS**

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	<p>Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he 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 Bid.</p>	<p>I acknowledge and I understand</p>
<p><b>REJECTION OF BIDS</b></p>		
<p>#1</p>	<p>The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	<p>I agree and I acknowledge</p>
<p><b>AWARD OF VALUE BLANKET ORDER</b></p>		
<p>#1</p>	<p>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. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	<p>I agree and I acknowledge</p>
<p><b>PAYMENT TERMS</b></p>		
<p>#1</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p><b>INVOICING</b></p>		
<p></p>		

<p>#1</p>	<p>Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of delivery. • All Invoices shall include Value Blanket Number, Quantity, Current Unit Pricing per Value Blanket, and Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.</p>	<p>I agree and I acknowledge</p>
<p><b>TERMS AND CONDITIONS</b></p>		
<p>#1</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p>#1.2</p>	<p>EXCEPTION: If you took exception above, upload here.</p>	
<p>#2</p>	<p>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.</p>	<p>I certify</p>
<p><b>BIDDER INFORMATION</b></p>		
<p>#1</p>	<p>Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.</p>	<p>Order Contact - Customer Service Main 503-625-3770 orders@northstarchemical.com Bid Information Contact 503-625-3770 bidsnw@northstarchemical.com Sales Contact Matt Barrier 503-793-4516 mbarrier@northstarchemical.com</p>
<p><b>ORGANIZATION</b></p>		

<p>#1</p>	<p>Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here</p>	<p>Corporation</p>
<p>BUSINESS REGISTRATION:</p>		
<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 <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-360-705-6741 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>601-711-981</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
Empty space for proprietary information/public disclosure		

1	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	I agree and I acknowledge
<p><b>BIDDER PREQUALIFICATION</b></p>		
#1	<p>Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.</p>	I agree and I acknowledge
<p><b>INSURANCE</b></p>		
1	<p>Awarded Vendor must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>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.</p>	I agree and I acknowledge

<p>3</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p>4</p>	<p>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</p>	<p>I agree and I acknowledge</p>
<p>5</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
Empty cell for the remaining rows of the table		

6	<p>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 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) upon request by the City. 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 thirty (30) 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</p>	I agree and I acknowledge
<p><b>ADDITIONAL ITEMS</b></p>		
#1	<p>The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.</p>	Yes
<p><b>INTERLOCAL PURCHASE AGREEMENTS</b></p>		
#1	<p><b>INTERLOCAL PURCHASE AGREEMENTS #1</b> 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 Bidder 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 supplier's review and approval at the time of a requested contract. The Vendor's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	No
<p><b>MINORITY BUSINESS ENTERPRISE</b></p>		
Empty row for 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
<b>SMALL BUSINESS</b>		
#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 Not
<b>NON-COLLUSION</b>		
#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 Bid invitation.	Certifies No Agreement Has Been Entered
<b>ACCEPTANCE PERIOD</b>		
#1	Bids must provide a minimum of ninety (90) calendar days for acceptance by the City from the due date.	I agree and I acknowledge
<b>TERM OF VALUE BLANKET ORDER</b>		
1	Upon City Council approval, the Value Blanket Order resulting from this ITB will be for a five year period, beginning January 1, 2025, and terminate on December 31, 2029. The Vendor’s prices shall be firm throughout the first year.	I agree and I acknowledge
<b>GENERAL INSTRUCTIONS</b>		
#1	The Items to be furnished by the Bidder must be of the latest possible 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 Bid 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 Bids, and to accept the Bid deemed to be in the best interest of 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 Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	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.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish product of manufacturer's latest production. Product must be new and unused.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty.	I agree and I acknowledge
#4.1	State warranty:	Product will meet specification outlined in this bid.
#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 Vendor'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 any order placed against the resulting Value Blanket Contract award.	I agree and I acknowledge
#8	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 Bid.	I agree and I acknowledge
POLYCHLORINATED BIPHENYLS (PCBs):		
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
1.1	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
1.2	If so were PCBs found at a measurable level?	Don't Know
1.3	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)?	Don't Know
1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
TECHNICAL SPECIFICATIONS		
#1	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

#2	Any Hydrochloric Acid 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 supplier 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 and I acknowledge
#3	All Chemicals delivered shall be meet the following technical specifications that are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I agree and I acknowledge
#3.1	HYDROCHLORIC ACID 20 DEGREE BAUMCOMMERCIAL GRADE (9.6 pounds per gallon).	I agree and I acknowledge
#3.2	Hydrochloric Acid Weight: 30.5% - 32.0%.	I agree and I acknowledge
#3.3	Sulfate (SO4) Weight %: 0.5% Maximum by Weight.	I agree and I acknowledge
#3.4	Iron (as Fe): 5 ppm Maximum.	I agree and I acknowledge
#3.5	Total Oxidizing Substance as CL2: 30 ppm Maximum.	I agree and I acknowledge
#3.6	Total Organic Carbon: 20 ppm Maximum.	I agree and I acknowledge
#3.7	Color: (APHA): 25 Maximum.	I agree and I acknowledge
#3.8	Specific Gravity: 1.152 - 1.1628.	I agree and I acknowledge
#4	Bidder must uploaded Safety Date Sheet. Upload SDS	HYDROCHLORIC ACID 15%-36.9%.pdf
#5	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	N/A
#5.1	Vendor cannot change chemical sources without written approval by the City of Spokane.	I agree and I acknowledge
#6	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	2023 Company Overview.pdf

<p>#7</p>	<p>References are to be included with Bid. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.</p>	<p>City of Moses Lake Moses Lake, WA 509-764-3816 Bill Aukett Three Rivers Longview, WA 360-577-2020 Duane Leaf accounting@cowlitz-wpc.org Jacobs Quincy, WA 509-630-1586 paula.carter@jacobs.com</p>
<p>#8</p>	<p>Awarded Vendor to provide Pump out Services of COS WTEF storage tank should need arise, providing associated labor and tankers required. This requirement may occur once every three or five years.</p>	<p>I agree and I acknowledge</p>
<p>#8.1</p>	<p>Should Pump-Out Services be required, Vendor would need an approximate advance notice of how many calendar days?</p>	<p>30 days</p>
<p>#9</p>	<p>EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.</p>	
<p>DELIVERY</p>		
<p>#1</p>	<p>DELIVERY - F.O.B. POINT: Transferred into to storage tank at City of Spokane Waste To Energy Facility, South 2900 Geiger Blvd., Spokane WA 99224.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>Capacity of Vendor's tankers shall comply with DOT specifications.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>Delivery method is to be compatible with unloading equipment at delivery point – Waste to Energy Facility.</p>	<p>I agree and I acknowledge</p>
<p>#4</p>	<p>Vendors must provide 48 hour prior notification of delivery by contacting the Control Room at 509 625-6516.</p>	<p>I agree and I acknowledge</p>
<p>#5</p>	<p>Vendor shall check in at WTEF Control Room upon arriving at WTEF prior to offloading. All WTEF Safety procedures shall be adhered to while on WTEF premises. Contractor will be held responsible to comply with the established receiving program.</p>	<p>I agree and I acknowledge</p>

#6	Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday, with the exception of recognized holidays unless arranged in advance. The City is not liable for any charges due to traffic at the WTEF. Deliveries may be necessary on Holidays depending on last previous delivery.	I agree and I acknowledge
#7	Vendor shall provide Bill of Lading for each delivery reflecting quantity of pounds delivered and offloaded ensuring Bill of Lading is signed by WTEF City Employee.	I agree and I acknowledge
#7.1	Specification Sheet, Certificate of Analysis, Bill of Lading, Safety Date Sheet to accompany each delivery.	I agree and I acknowledge
#8	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. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and I acknowledge
#8.1	Delivery frequency is approximately every 15 to 19 calendar days, more or less, with an average delivery weight of ranging from 7,680 lbs. to 9,600 lbs. more or less, equating to Annual Average Quantity ranging from 153,840 lbs. to 228,988 lbs. more or less.	I agree and I acknowledge
#8.1.1	Order History For Reference Only:	No
#8.1.1.1	1/1/2020 to 1/31/2020: Nineteen (19) Deliveries, Average pounds per delivery 7,731 bs, Total Pounds Delivered 146,880 lbs.	Acknowledged
#8.1.1.2	1/1/2021 to 12/31/2021: Twenty (20) Deliveries, Average pounds per delivery 8580 lbs, Total Pounds Delivered 171600 lbs.	Acknowledged
#8.1.1.3	1/1/2022 to 12/31/2022: Eighteen (18) Deliveries, Average pounds per delivery 8,547 lbs., Total Pounds Delivered 153,840 lbs.	Acknowledged
#8.1.1.4	1/1/2023 to 12/31/2023: Twenty Six (26) Deliveries, Average pounds per delivery 8,807 lbs., Total Pounds Delivered 228,988 lbs.	Acknowledged
#8.1.1.5	1/1/2024 to 7/30/2024. Sixteen (16) Deliveries thus far, Average pounds per delivery 8,310 lbs., Total Pounds Delivered thus far 132,999 lbs.	Acknowledged

#9	What is the minimum advance notice in calendar-days Supply would need to provide delivery. Enter number of calendars.	3-5
#9.1	Emergency deliveries to be made within 24 hours of request. COS WTEF will endeavor to keep emergency deliveries to a minimum. Could Vendor meet this requirement?	Yes
#10	Contractor shall be available 24 hours on call.	I agree and I acknowledge
#11	EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
<b>PRICING</b>		
#1	Sales Tax: 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 bidder's unit pricing. All submissions shall be tabulated by the City who 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	<b>FREIGHT TRANSPORTATION CHARGES</b> will be the responsibility of the winning Vendor.	I agree and I acknowledge
#3	Unit Pricing Shall be Delivered-Price-Per-Wet-Pound.	I agree and I acknowledge
#3.1	Delivered-Unit-Price-Per-Wet-Pound shall be all-inclusive of cost that could be incurred to include but not limited to: Hydrochloric Acid, Freight, Transport, Delivery, Handling, Demurrage Charges, Insurance and Security (if applicable), and Fuel Surcharge (if applicable).	I agree and I acknowledge
#3.2	Bidder acknowledges that the delivered-price-per-wet-pound indicated on the Pricing Page includes ALL expenses that could be incurred. No other costs will be allowed over and above the bid price.	I agree and I acknowledge
#3.3	Unit Pricing should Not Include Tax.	I agree and I acknowledge
#4	Bidder has entered Pricing on the Pricing Form.	I agree and I acknowledge
#4.1	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
#4.2	<b>PRICING ADJUSTMENTS:</b>	No

<p>#4.2.1</p>	<p>Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Price increases will not be considered before the end of the first term (implied first 12-months) of the Contract. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.</p>	<p>I agree and I acknowledge</p>
<p>#4.2.2</p>	<p>Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.</p>	<p>I agree and I acknowledge</p>
<p>#4.2.3</p>	<p>All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.</p>	<p>I agree and I acknowledge</p>
<p>#4.2.4</p>	<p>Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.</p>	<p>I agree and I acknowledge</p>
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#4.2.5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	I agree and I acknowledge
#5	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I agree and I acknowledge
#6	Cost for Pump-Out Services would be addressed when service is required.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	
#4	If you have additional information/documents to submit, upload them here.	

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

Annual  
Quantities  
shown on  
“Pricing Tab”  
are estimates  
only and are  
not to be  
construed as  
firm or  
guaranteed.  
Quantities are  
estimates only  
and are given  
for the purpose  
of comparing  
bids on a  
uniform basis.  
Unit Pricing  
SHOULD NOT  
include tax.

PRODUCT	Spec'd	Base	Delivered- Price-Per- Wet- Pound	228,988.00	\$0.47	\$107,624.36	Wet LB - Delivered
	<p>Hydrochloric Acid. Unit Pricing shall be Delivered-Price-Per-Wet-Pound. Delivered-Unit-Price-Per-Pound shall be all-inclusive of cost that could be incurred. Delivered-Unit-Price-Per-Pound should NOT include tax. Delivered-Unit-Price-Per-Pound shall be firm throughout the first year of the contract period. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.</p>						

Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. Annual estimated quantity is 228,988 pounds delivered.

EMERGENCY  
DELIVERY

PRODUCT - EMERGENCY DELIVERY	<p>All inclusive Delivered- Price-Per- Wet-Pound, for Emergency Delivery. Emergency Delivered- Unit-Price- Per-Pound should NOT include tax. Delivered- Unit-Price- Per-Pound shall be firm throughout the first year of the contract period. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered. Approved price adjustments shall remain unchanged for at least 12 months</p>	Base	Delivered- Price-Per- Wet- Pound	1.00	\$0.54	\$0.54	Wet LB - Delivered
------------------------------------	--	------	---	------	--------	--------	-----------------------

thereafter  
unless due to  
extraordinary  
circumstances  
as  
documented  
by the  
Contractor  
and  
concurred  
with by the  
City.

<b>Total Base Bid</b>	\$107,624.90
-----------------------	--------------

## Company Overview

### **Northstar Chemical Inc. History**

Since 1996, Northstar Chemical, Inc. has provided results-driven, sustainable solutions to customers in the Pacific Northwest and California. Northstar Chemical, a privately owned company, specializes in the distribution of corrosive chemicals and water treatment services from our four West Coast locations – Modesto, CA, Santa Fe Springs, CA, Sherwood, OR, and Tacoma, WA.

At Northstar, we are committed to delivering safety to our customers with our highly trained staff, state-of-the-art delivery equipment, and innovative methods for the transfer and storage of the products we distribute. This is our commitment to our customers, employees, and the surrounding community.

We specialize in distributing liquid corrosive chemicals via rail car, full truckload, and mini-bulk quantities. We provide storage tank loan systems to our customers to provide safe storage and effective cost savings. We also enhance our overall services with our technical sales expertise in treating our customer's water treatment needs.

To develop the infrastructure necessary for offering reliable and innovative results, we:

- Expand our fleet of delivery equipment, products, and service offerings to meet new needs.
- Add skilled staff to satisfy our customers' growing demands.

We work to earn and maintain your business long-term. Our standards of excellence and outstanding track record in delivering exceptional service and reliability have earned us many long-term customers' loyalty and commitment.

## **Reasons You Should Select Northstar Chemical Knowledgeable Staff Offering Innovative Solutions**

### **Northstar offers:**

- Experienced, dedicated, and highly trained team members.
- Strong expertise in water treatment engineering, chemicals, and equipment.
- Innovative delivery specialists and well-maintained delivery equipment.
- Solution-based storage tank loan programs.
- Long-term supplier relationships, which ensure a secure supply of corrosive and water treatment chemicals servicing many industries.

## **Exceptional Service with Local, Direct, Collaborative, and Personal Communication**

### **Northstar provides:**

- Local customer service, dispatch, and sales support from centrally located distribution facilities.
- Rapid and collaborative response to incoming phone calls, with a live operator available 24/7.
- Secure and safe delivery by highly trained company drivers.
- Dedicated leadership and team members with many years of chemical distribution experience.
- Collaborative communications with our customers and suppliers to foster healthy and productive results.



## **An Unmatched Commitment to Safety**

### **Northstar utilizes:**

- Experienced, highly trained, and hazmat-certified delivery specialists to operate our company-owned delivery equipment.
- Regular monthly operational and safety training.
- The proper PPE when handling and transferring products.
- DOT-certified and well-maintained delivery equipment for product delivery.
- Our expertise on the properties, use, handling, and storage of corrosive chemicals to minimize hazards.
- Training and collaboration with local emergency response agencies.

## **A Culture of Quality and Continuous Improvement**

### **Northstar Chemical strives to:**

- Meet or exceed all customer product, quality, and service requirements.
- Run a disciplined operation, focused on continuously improving our service quality standards, and product offerings.
- Achieve total customer satisfaction.

## **A Culture of Environmental Responsibility**

### **Northstar commits to:**

- Offer solutions, which ensure the safe, clean, and efficient use of our products and services.
- Utilize technology, ingenuity, and process innovation to enhance sustainability and livability for current and future generations.
- Engage in an active dialogue with our employees, customers, suppliers, and community to look continuously for new ways to make a difference in the betterment and longevity of our planet.

## Our Customer's say

*It is always a pleasure working with the folks at Northstar. Their communication is great. Their customer service team is always quick to respond to our requests and their deliveries are always on time.*

*PRODUCTION MANAGER, FOOD PRODUCTS COMPANY*

## The Northstar Value Statement

Our values are the foundation for everything we do.

**SAFETY** | Practice, Promote, Recognize and Deliver Safety

**INTEGRITY** | Always Do What is Right and Build Trusting Relationships

**CUSTOMER SERVICE** | Dedication to Our Customers is Instrumental to Long-Lasting Success

**COLLABORATIVE RELATIONSHIPS** | Foster Healthy Communications to Achieve Balanced Results

**OUR EMPLOYEES** | Develop and Empower to Make a Difference

**EXCELLENCE** | Pursue Process Improvement for Sustainable Growth

*We invite you to visit our website at [Northstarchemical.com](http://Northstarchemical.com)*

# SAFETY DATA SHEET

## 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Hydrochloric Acid 15% - 36.9%

SYNONYMS: Muriatic Acid

PRODUCT USE: Acidizing of petroleum wells, boiler scale removal, pickling & metal cleaning, chemical intermediate ore reduction, pH control

SUPPLIER NAME: **Northstar Chemical, Inc.**

ADDRESS: 14200 S.W. Tualatin-Sherwood Rd.

Sherwood, OR 97140

BUSINESS PHONE: 888-793-9476

EMERGENCY PHONE: **CHEMTREC:** 800-424-9300

DATE OF PREPARATION: March 21, 2023

DATE OF REVISION: March 22, 2023

DATE REVIEWED: March 22, 2023

## 2. HAZARD IDENTIFICATION

### **Classification of the Substance or Mixture**

GHS Classification

Met. Corr. 1 H290

Skin Corr. 1A H314

Eye Dam. 1

STOT 3 H318 H335

Aquatic Acute 2 H401

Full text of hazard classes and H-statements: see section 16

### **LABEL ELEMENTS:**



**Signal Word: DANGER**

### **Hazard Statements:**

H290 - May be corrosive to metals.

H314 - Causes severe skin burns and eye damage.

H318 - Causes serious eye damage.

H335 - May cause respiratory tract irritation.

H401 - Toxic to aquatic life.

### **Precautionary Statements:**

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

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

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331+P310 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or physician

P303+P361+P353+P310 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Immediately call a POISON CENTER or physician

P304+P340+310 - IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or physician

P305+P351+P338+P310 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or physician

P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P403 – Store in a well ventilated area.

P405 - Store locked up.

P406+P234 – Store in original container or store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

#### Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

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

Components	CAS Number	Concentration
Water	7732-18-5	63.1 - 85 %
Hydrochloric Acid	1310-73-2	36.9 - 15 %

\*Percentages are listed in weight by weight percentage (w/w%)

### **4. FIRST-AID MEASURES**

#### **Description of First-aid Measures**

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

**Skin Contact:** Remove contaminated clothing. Rinse cautiously with water for at least 30 minutes. Get immediate medical advice/attention. Wash contaminated clothing before reuse.

**Eye Contact:** Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention. Chemical burns must be treated promptly by a physician.

**Ingestion:** Rinse mouth. Do NOT induce vomiting. Obtain medical attention. Call a poison center or physician.

#### **Most Important Symptoms and Effects Both Acute and Delayed**

**General:** Corrosive to eyes, respiratory system and skin.

**Inhalation:** Corrosive to the respiratory tract. Be aware that symptoms of lung edema (shortness of breath) may develop up to 24 hours after exposure

**Skin Contact:** Causes severe irritation which will progress to chemical burns.

**Eye Contact:** Causes permanent damage to the cornea, iris, or conjunctiva.

**Ingestion:** May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract. Chronic Symptoms: Repeated exposure may cause inflammation of the respiratory tract, chronic bronchitis, and etching of dental enamel.

#### **Indication of Any Immediate Medical Attention and Special Treatment Needed**

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

## **5. FIRE-FIGHTING MEASURES**

### **Extinguishing Media**

**Suitable Extinguishing Media:** Water spray, dry chemical, foam, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.

**Unsuitable Extinguishing Media:** Do not use a heavy water stream. Use of heavy stream of water may spread fire.

### **Special Hazards Arising From the Substance or Mixture**

**Fire Hazard:** Not flammable.

**Explosion Hazard:** Product is not explosive.

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction. Toxic gases may evolve on burning.

### **Advice for Firefighters**

**Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.

**Firefighting Instructions:** Use water spray or fog for cooling exposed containers.

**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.

**Hazardous Combustion Products:** In the event of a fire the following can be released: chlorine, hydrogen, hydrogen chloride gas.

**Other Information:** Do not allow run-off from fire fighting to enter drains or water courses.

### **Reference to Other Sections**

Refer to Section 9 for flammability properties

## **6. ACCIDENTAL RELEASE MEASURES**

### **Personal Precautions, Protective Equipment and Emergency Procedures**

**General Measures:** Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

#### **For Non-Emergency Personnel**

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

#### **For Emergency Personnel**

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### **Environmental Precautions**

Prevent entry to sewers and public waters. Avoid release to the environment.

### **Methods and Materials for Containment and Cleaning Up**

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid. Neutralization may release carbon dioxide. Dilute acid with water and neutralize with sodium carbonate (soda ash) or lime. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

### **Reference to Other Sections**

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

## **7. HANDLING and STORAGE**

### **Precautions for Safe Handling**

Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

### **Conditions for Safe Storage, Including Any Incompatibilities**

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong bases. Strong oxidizers. Alkalis. Amines. Metals.

### **Specific End Use(s)**

Acidizing of petroleum wells, boiler scale removal, pickling & metal cleaning, chemical intermediate ore reduction, pH control.

## **8. EXPOSURE CONTROLS - PERSONAL PROTECTION**

### **Control Parameters**

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Hydrochloric acid (7647-01-0)		
Mexico	OEL Ceiling (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
Mexico	OEL Ceiling (ppm)	5 ppm
USA ACGIH	ACGIH Ceiling (ppm)	2 ppm
USA ACGIH	ACGIH chemical category	Not Classifiable as a Human Carcinogen
USA OSHA	OSHA PEL (Ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA OSHA	OSHA PEL (Ceiling) (ppm)	5 ppm
USA NIOSH	NIOSH REL (ceiling) (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
USA NIOSH	NIOSH REL (ceiling) (ppm)	5 ppm
USA IDLH	US IDLH (ppm)	50 ppm
Alberta	OEL Ceiling (mg/m <sup>3</sup> )	3 mg/m <sup>3</sup>
Alberta	OEL Ceiling (ppm)	2 ppm
British Columbia	OEL Ceiling (ppm)	2 ppm
Manitoba	OEL Ceiling (ppm)	2 ppm
New Brunswick	OEL Ceiling (mg/m <sup>3</sup> )	7.5 mg/m <sup>3</sup>
New Brunswick	OEL Ceiling (ppm)	5 ppm
Newfoundland & Labrador	OEL Ceiling (ppm)	2 ppm
Nova Scotia	OEL Ceiling (ppm)	2 ppm
Nunavut	OEL Ceiling (ppm)	2 ppm
Northwest Territories	OEL Ceiling (ppm)	2 ppm
Ontario	OEL Ceiling (ppm)	2 ppm
Prince Edward Island	OEL Ceiling (ppm)	2 ppm
Québec	PLAFOND(mg/m <sup>3</sup> )	7.5 mg/m <sup>3</sup>
Québec	PLAFOND (ppm)	5 ppm
Saskatchewan	OEL Ceiling (ppm)	2 ppm
Yukon	OEL Ceiling (mg/m <sup>3</sup> )	7 mg/m <sup>3</sup>
Yukon	OEL Ceiling (ppm)	5 ppm

## **Exposure Controls**

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.

Materials for Protective Clothing: Acid-resistant clothing.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke

## **9. PHYSICAL and CHEMICAL PROPERTIES**

Information on Basic Physical and Chemical Properties

Physical State : Liquid

Appearance : Colorless or slightly yellow

Odor : Pungent

Odor Threshold : Not available

pH :  $\approx 0$

Evaporation Rate : Not available

Melting Point : Not available

Freezing Point : Not available

Boiling Point : 108.6 °C (227.48 °F)

Flash Point : Not applicable

Auto-ignition Temperature : Not applicable

Decomposition Temperature : Not available

Flammability (solid, gas) : Not applicable

Lower Flammable Limit : Not applicable

Upper Flammable Limit : Not applicable

Vapor Pressure : 13.3 kPa

Relative Vapor Density at 20°C : 1.268 (air = 1)

Relative Density : Not available

Specific Gravity : 1.04 - 1.187

Solubility : Easily soluble in the following materials: cold water and hot water.

Partition Coefficient: N-Octanol/Water : Not available

Viscosity : Not available

## **10. STABILITY and REACTIVITY**

Reactivity: May be corrosive to Aluminum, stainless steel, carbon steel, copper, bronze. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Highly reactive or incompatible with the following materials: metals and alkalis. Reactive or incompatible with the following materials: oxidizing materials, hypochlorites, and cyanide salt.

Hazardous Decomposition Products: Thermal decomposition generates: Corrosive vapors.

## **11. TOXICOLOGICAL INFORMATION**

### **Information on Toxicological Effects - Product**

Acute Toxicity (Oral): Not classified  
Acute Toxicity (Dermal): Not classified  
Acute Toxicity (Inhalation): Not classified  
LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Causes severe skin burns and eye damage. pH:  $\approx$  0

Eye Damage/Irritation: Causes serious eye damage. pH:  $\approx$  0

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): 3

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be cause respiratory tract irritation.

Symptoms/Effects After Skin Contact: Causes severe irritation which will progress to chemical burns.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: Repeated exposure may cause inflammation of the respiratory tract, chronic bronchitis, and etching of dental enamel.

### **Information on Toxicological Effects - Ingredient(s)**

LD50 and LC50 Data:

#### **Hydrochloric acid (7647-01-0)**

LD50 Dermal Rabbit: > 5010 mg/kg

#### **Hydrochloric acid (7647-01-0)**

IARC Group: 3

## **12. ECOLOGICAL INFORMATION**

### **Toxicity**

Ecology - General: Toxic to aquatic life.

#### **Hydrochloric acid (7647-01-0)**

LC50 Fish 1 7.45 mg/l (Species: *Oncorhynchus mykiss* - Exposure time: 96h)

### **Persistence and Degradability**

#### **Hydrochloric Acid**

Persistence and Degradability: Not established.

### **Bioaccumulative Potential**

#### **Hydrochloric Acid**

Bioaccumulative Potential: Not established.

**Mobility in Soil:** Not available

### **Other Adverse Effects**

Other Information: Avoid release to the environment.



### **13. DISPOSAL CONSIDERATIONS**

**Waste Disposal Recommendations:**

Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

**Ecology - Waste Materials:** Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

### **14. TRANSPORTATION INFORMATION**

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

<b>TRANSPORTATION CLASSIFICATION</b>	<b>DOT</b>	<b>TDG</b>	<b>IMDG</b>	<b>IATA</b>
Identification Number	UN1789	UN1789	UN1789	UN1789
Proper Shipping Name	HYDROCHLORIC ACID	HYDROCHLORIC ACID	HYDROCHLORIC ACID	HYDROCHLORIC ACID
Transport Hazard Class(es)	8	8	8	8
Packing Group	II	II	II	II
Environmental Hazards Marine Pollutant	Marine Pollutant: No	Marine Pollutant: No	Marine Pollutant: No	Marine Pollutant: N/A
Emergency Response:	ERG Number 157	ERAP Index: 3 000	EMS: F-A, S-B	ERG code (IATA): 8L

### **15. REGULATORY INFORMATION**

**US Federal Regulations**

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Hydrochloric acid (7647-01-0)	5000 lb	5000 lb (anhydrous and gas only)	500 lb (anhydrous and gas only)	Yes

**SARA 311/312**

Hydrochloric Acid				
Immediate (acute) health hazard, Sudden release of pressure				

US TSCA Flags Not present

**US State Regulations**

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Hydrochloric acid (7647-01-0)	No	No	No	No

**State Right-To-Know Lists**

Hydrochloric acid (7647-01-0)
-------------------------------

U.S. - Massachusetts - Right To Know List - Yes  
 U.S. - New Jersey - Right to Know Hazardous Substance List – Yes  
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List – Yes  
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances – No  
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

### Canadian Regulations

Hydrochloric acid (7647-01-0)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

### International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Hydrochloric acid (7647-01-0)	Yes	Yes	Yes	Yes	No	No	No	Yes

Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Hydrochloric acid (7647-01-0)	Yes	Yes	No	Yes	No	Yes	Yes	Yes

## 16. OTHER INFORMATION

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

- Aquatic Acute 2 Hazardous to the aquatic environment - Acute Hazard Category 2
- Eye Dam. 1 Serious eye damage/eye irritation Category 1
- Met. Corr. 1 Many be corrosive to metals Category 1
- Skin Corr. 1A Skin corrosion/irritation Category 1A
- H290 May be corrosive to metals
- H314 Causes severe skin burns and eye damage
- H318 Causes serious eye damage H335 May cause respiratory irritation
- H401 Toxic to aquatic life

### NFPA 704



**NFPA Health Hazard : 3** - Materials that, under emergency conditions, can cause serious or permanent injury.

**NFPA Fire Hazard : 0** - Materials that will not burn under typical fire conditions including intrinsically noncombustible materials such as concrete, stone and sand.

**NFPA Reactivity Hazard : 1** - Materials that in themselves are normally stable but can become unstable at elevated temperatures and pressures.

HMIS Rating Health : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given  
Flammability : 0 Minimal hazard – Material that will not burn.  
Physical PPE : 1 Slight Hazard See Section 8

#### Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances ACGIH – American Conference of Governmental Industrial Hygienists AIHA – American Industrial Hygiene Association ATE - Acute Toxicity Estimate BCF - Bioconcentration factor BEI - Biological Exposure Indices (BEI) CAS No. - Chemical Abstracts Service number CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity CICR - Turkish Inventory and Control of Chemicals DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation. EC50 - Median effective concentration ECL - Korea Existing Chemicals List EINECS - European Inventory of Existing Commercial Chemical Substances ELINCS - European List of Notified Chemical Substances EmS - IMDG Emergency Schedule Fire & Spillage ENCS - Japanese Existing and New Chemical Substances Inventory EPA – Environmental Protection Agency EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity LC50 - Median Lethal Concentration LD50 - Median Lethal Dose LOAEL - Lowest Observed Adverse Effect Level LOEC - Lowest-observed-effect Concentration Log Pow - Octanol/water Partition Coefficient NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response NIOSH - National Institute for Occupational Safety and Health NLP - Europe No Longer Polymers List NOAEL - No-Observed Adverse Effect Level NOEC - No-Observed Effect Concentration NZIOC - New Zealand Inventory of Chemicals OEL - Occupational Exposure Limits OSHA – Occupational Safety and Health Administration PEL - Permissible Exposure Limits PICCS - Philippine Inventory of Chemicals and Chemical Substances PDSCL - Japan Poisonous and Deleterious Substances Control Law PPE – Personal Protective Equipment PRTR - Japan Pollutant Release and Transfer Register REL - Recommended Exposure Limit SADT - Self Accelerating Decomposition Temperature ERAP Index – Emergency Response Assistance Plan Quantity Limit ErC50 - EC50 in Terms of Reduction Growth Rate ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO) ERG No. - Emergency Response Guide Number HCCL - Hazard Communication Carcinogen List HMIS – Hazardous Materials Information System IARC - International Agency for Research on Cancer IATA - International Air Transport Association – Dangerous Goods Regulations IDLH - Immediately Dangerous to Life or Health IECSC - Inventory of Existing Chemical Substances Produced or Imported in China IMDG - International Maritime Dangerous Goods Code INSQ - Mexican National Inventory of Chemical Substances ISHL - Japan Industrial Safety and Health Law SARA - Superfund Amendments and Reauthorization Act SARA 302 - Section 302, 40 CFR Part 355 SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories SARA 313 - Section 313, 40 CFR Part 372 SRCL - Specifically Regulated Carcinogen List STEL - Short Term Exposure Limit SVHC – European Candidate List of Substance of Very High Concern TDG – Transport Canada Transport of Dangerous Goods Regulations TLM - Median Tolerance Limit TLV - Threshold Limit Value TPQ - Threshold Planning Quantity TSCA – United States Toxic Substances Control Act TWA - Time Weighted Average WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Northstar assumes no responsibility



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** NORTHSTAR CHEMICAL, INC.  
**Business name:** NORTHSTAR CHEMICAL, INC.  
**Entity type:** [Profit Corporation](#)  
**UBI #:** 601-711-981  
**Business ID:** 001  
**Location ID:** 0003  
**Location:** Active  
**Location address:** 14200 SW TUALATIN SHERWOOD RD  
 SHERWOOD OR 97140-9624  
**Mailing address:** 1333 S MAYFLOWER AVE  
 STE 300  
 MONROVIA CA 91016-5267  
**Excise tax and reseller permit status:** [Click here](#)  
**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bulk Fertilizer Distributor</a>				Active	May-31-2025	Sep-06-2019
<a href="#">Burien General Business - Non-Resident</a>	12551			Active	May-31-2025	May-02-2017
<a href="#">Cheney General Business - Non-Resident</a>	BUS2010-391			Active	May-31-2025	Jan-10-2019
<a href="#">Ilwaco General Business - Non-Resident</a>				Active	May-31-2025	Mar-01-2011
<a href="#">Kelso General Business - Non-Resident</a>	A040617			Active	May-31-2025	Jun-19-2000
<a href="#">Lyman General Business - Non-Resident</a>				Active	May-31-2025	Jul-08-2020
<a href="#">Lynnwood General Business - Non-Resident</a>	BUS001997-03-2019			Active	May-31-2025	Mar-01-2019
<a href="#">Pacific General Business - Non-Resident</a>	4014			Active	May-31-2025	Oct-27-2021
<a href="#">Redmond General Business - Non-Resident</a>	RED18-000282			Active	May-31-2025	Mar-08-2018
<a href="#">Sedro Woolley General Business - Non-Resident</a>				Active	May-31-2025	Apr-02-2015
<a href="#">Shelton General Business - Non-Resident</a>	0041520			Active	May-31-2025	Sep-12-2018
<a href="#">Snoqualmie General Business - Non-Resident</a>				Active	May-31-2025	Sep-18-2023
<a href="#">Spokane General Business - Non-Resident</a>	T12072452BUS			Active	May-31-2025	Oct-15-2012
<a href="#">Washougal General Business - Non-Resident</a>	3807			Active	May-31-2025	Oct-02-2009
<a href="#">Yelm General Business - Non-Resident</a>	11470			Active	May-31-2025	Sep-19-2018

**Governing People** May include governing people not registered with Secretary of State

Governing people

▼ Title

Governing people	Title
CHANG, STAN	
CODE, ROBERT	
WERGER, MATTHEW	

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The Business Lookup information is updated nightly. Search date and time: 1/3/2025 12:37:28 PM

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Governing people	Title
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CERTIFICATE OF LIABILITY INSURANCE

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.

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.

PRODUCER: USI Insurance Services, LLC; CONTACT NAME: Stephanie Ruppenstein; INSURER(S): Everest Indemnity Insurance Company, Vanliner Insurance Company, National Interstate Insurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Spokane is included as Additional Insured as it pertains to the General Liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER: City of Spokane; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



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**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:

EVEREST ENVIRONMENTALPLUS COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- 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" or "environmental damage" but only to the extent 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".
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
  - 1. The Limits of Insurance required by the written agreement between the parties; or
  - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage", "environmental damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its "employees".

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**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:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART  
EVEREST ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization: Blanket where required by written contract</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:  
 This insurance does not apply to "bodily injury", "property damage", "environmental damage" or other damage, cost or expense 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 site 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.

All other terms and conditions of this Policy remain unchanged.

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/13/2025
		<b>Clerk's File #</b>	OPR 2025-0068
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	ITB 6229-24
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	VB
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4490 VALUE BLANKET FOR THE PURCHASE OF HIGH CALCIUM QUICKLIME		

**Agenda Wording**

Five year value blanket award to Pete Lien & Sons, Inc. for the as-needed purchase of high calcium quicklime for use at the Waste to Energy Facility from 3/1/25-2/28/30. Anticipated annual cost is \$1,650,000.00 plus tax (\$8,250,000.00 total).

**Summary (Background)**

High Calcium Quicklime is required for operation of the Waste to Energy Facility. It is used to reduce acid in the flue gas and control the final pH of the ash. Water is added to the powdered lime to create a slurry which is injected into the flue gas to remove hydrochloric acid and sulfur dioxide to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature. On November 11, 2024, bidding closed on ITB 6229-24 for the as-needed purchase of high calcium quicklime. Responses were received from Graymont Western US Inc. (Salt Lake City, UT) and Pete Lien & Sons, Inc. (Rapid City, SD). Graymont Western US, Inc. was the low-cost bidder, however, the lime product quoted did not meet the required specifications of the bid so they were deemed non-responsive.

**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?**

Not applicable

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

**Council Subcommittee Review**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 8,250,000.00
Current Year Cost	\$ 1,650,000.00
Subsequent Year(s) Cost	\$ 1,650,000.00
<b><u>Narrative</u></b>	
This is a routine chemical supplies expense that is planned for annually in the Solid Waste Disposal budget.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 8,250,000.00
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS
<b>PURCHASING</b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Daryl Mecham, dmecham@petelien.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



### Bid Response Summary

**Bid Number** ITB 6229-24  
**Bid Title** High Calcium Quicklime, As Needed  
**Due Date** Monday, November 11, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Pete Lien & Sons, Inc.  
**Submitted By** Daryl Mecham - Tuesday, October 29, 2024 8:44:12 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 dmecham@petelien.com 605-939-2714

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	#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. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid to solicit Bids from vendors who have a proven ability to provide spec'd High Calcium Quicklime as needed.	Acknowledged
BID SUBMISSION			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.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.	Acknowledged

<p>#2</p>	<p>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. Pacific Local Time, on the bid due date.</p>	<p>Acknowledged</p>
<p>#3</p>	<p>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</p>	<p>Acknowledged</p>
<p>INTERPRETATION</p>		
<p>#1</p>	<p>If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.</p>	<p>I agree and I acknowledge</p>
<p>WITHDRAWAL OF BIDS</p>		
<p>#1</p>	<p>Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.</p>	<p>I agree and I acknowledge</p>
<p>EVALUATIONS OF BIDS</p>		
<p></p>		

1	<p>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. I. Any other information having a bearing on the decision to award the contract.</p>	Acknowledged
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**BIDDING ERRORS**

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<p>#1</p>	<p>Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he 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 Bid.</p>	<p>I acknowledge and I understand</p>
<p>REJECTION OF BIDS</p>		
<p>#1</p>	<p>The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF VALUE BLANKET ORDER</p>		
<p>#1</p>	<p>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. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	<p>I agree and I acknowledge</p>
<p>PAYMENT TERMS</p>		
<p> </p>		

<p>#1</p>	<p>Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the goods/services delivered and accepted. 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.</p>	<p>I agree and I acknowledge</p>
<p>INVOICING</p>		
<p>#1</p>	<p>Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity of Dry-Tons Delivered, and all applicable Unit Pricing per Value Blanket, and Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.</p>	<p>I agree and I acknowledge</p>
<p>TERMS AND CONDITIONS</p>		
Empty section for Terms and Conditions		

#1	<p>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.</p>	<p>I don't agree and I don't acknowledge</p>
#1.2	<p>EXCEPTION: If you took exception above, upload here.</p>	<p>ITB 6229-24 Exceptions to Terms and Conditions.pdf</p>
#2	<p>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.</p>	<p>I certify</p>
<p>POLYCHLORINATED BIPHENYLS (PCBs):</p>		
Empty content area		

1	<p>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.</p>	Yes
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>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)?</p>	Don't Know
1.4	<p>If so attach the results or note from whom the results can be obtained.</p>	
1.5	<p>Do you have reason to believe the product contains measurable levels of PCBs?</p>	No
1.6	<p>Do you have reason to believe the product packaging contains measurable levels of PCBs?</p>	No
<p><b>BIDDER INFORMATION</b></p>		

#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Daryl R. Mecham, 605-872-1400, dmecham@petelien.com customerservice@petelien.com
ORGANIZATION		
#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	Corporation
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 1-360-705-6741 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.	I agree and I acknowledge
2	City of Spokane Business Registration Number:	604584673
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		



1

Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

I agree and I acknowledge

BIDDER  
PREQUALIFICATION

<p>#1</p>	<p>Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.</p>	<p>I agree and I acknowledge</p>
<p>INSURANCE</p>		
<p>1</p>	<p>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 Title 48 RCW:</p>	<p>I agree and I acknowledge</p>
<p>2</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p>3</p>	<p>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</p>	<p>I agree and I acknowledge</p>

<p>#3.1</p>	<p>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</p>	<p>I agree and I acknowledge</p>
<p>4</p>	<p>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.</p>	<p>I agree and I acknowledge</p>
<p>5</p>	<p>D. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.</p>	<p>I agree and I acknowledge</p>
Empty row for additional responses		

6	<p>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 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) upon request by the City. 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 thirty (30) 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</p>	I agree and I acknowledge
<p>ADDITIONAL ITEMS</p>		
#1	<p>The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.</p>	Yes
<p>INTERLOCAL PURCHASE AGREEMENTS</p>		
Empty row for Interlocal Purchase Agreements		

	<p>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 Bidder 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 supplier's review and approval at the time of a requested contract. The Vendor's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	<p>Yes</p>
<p>MINORITY BUSINESS ENTERPRISE</p>		
	<p>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.</p>	<p>Is Not</p>
<p>SMALL BUSINESS</p>		
Empty section for 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 Not
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 Bid invitation.	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD		
#1	Bids must provide a minimum of ninety (90) calendar days for acceptance by the City from the due date.	I agree and I acknowledge
TERM OF VALUE BLANKET ORDER		
1	Upon City Council approval, the Value Blanket Order resulting from this ITB will be for a five year period, beginning March 1 2025, and terminate on February 28, 2030. The Vendor's prices shall be firm throughout the first year.	I agree and I acknowledge
GENERAL INSTRUCTIONS		

#1	The Items to be furnished by the awarded Vendor must be of the latest possible 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 Bid 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 Bids, and to accept the Bid deemed to be in the best interest of 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 Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge

#2	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.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish product of manufacturer’s latest production. Product must be new and unused.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty.	I agree and I acknowledge
#4.1	State warranty:	Product will meet specifications as tested at the production facility.
#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 Vendor’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 any order placed against the resulting Value Blanket Contract award.	I agree and I acknowledge
#8	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 Bid.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS		



<p>#1</p>	<p>The Vendor will monitor the WTEF lime levels by contacting WTEF Control daily via phone 509 625-6516 to obtain current lime levels; based upon coordination with WTEF Control Room, Vendor will ensure WTEF lime requirements are met providing spec'd lime, transport delivery and offload. Skilled drivers will be required to break-up trailers (Semi and Pup) as required to offload lime into lime silo at the WTEF. All lime shipments will be tested for reactivity by WTEF personnel prior to offloading. WTEF Control Room is to be advised of all deliveries 24 to 48 hours prior to delivery. All WTEF Safety procedures shall be adhered to while on WTEF premises. Vendor shall be available 24 hours on call.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>Vendor shall provide a prepositioned, on-site at WTEF, lime-loaded pneumatic "pup" trailer. Trailer is to be left on site for emergency situations. When required to be offloaded provide service. Ensure pup trailer is offloaded into WTEF silo no less than once per calendar quarter to ensure reactivity of lime. Lime shall be tested by WTEF personnel prior to offloading. Coordinate the immediate replenishment of pup trailer anytime offloaded.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>Awarded Vendor to provide Pump out Services of COS WTEF storage tank should need arise, providing associated labor and tankers required. This requirement may occur once every three or five years.</p>	<p>I agree and I acknowledge</p>

#3.1	Should Pump-Out Services be required, Vendor would need an approximate advance notice of how many calendar days?	14
#4	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
#5	All Chemicals delivered shall be meet the following technical specifications that are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I don't agree and I don't acknowledge
#6	Bidders has reviewed Minimum Technical Specification Sheet for the High Calcium Quick Lime located in the "Documents" tab	I agree and I acknowledge
#6.1	All Chemicals delivered shall be comparable to the specifications set forth. These specifications are "nominal" specifications. Vendor should supply their minimum chemical specifications including all information listed the City of Spokane Waste To Energy's "nominal" specifications. Upload Here:	Jonathon Plant_Quicklime_Technical_Data.pdf
#6.2	Bidder MUST complete and upload Technical Specification Sheet. Upload here, If not uploaded bid may be considered non-responsive. Upload here,	Pete Lien_Lime Specifications Response.pdf
#6.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#7	Vendor will supply the City of Spokane with analyses to verify quality with every lime delivery.	I agree and I acknowledge

#8	All lime shipments will be tested for reactivity per ASTM C-110	I agree and I acknowledge
#8.1	ACCEPTABILITY TEST: Each load of product must pass the Acceptability Test performed by the City of Spokane as set forth below: Step1: Collect 25 grams of pebble lime from Product load Step 2: Add 100ml of 25 deg C water Step 3: Add lime to the water and stir continuously Step 4: Record the temperature after 1,2,3,4 and 5 minutes	I agree and I acknowledge
#8.1.1	In order for the City of Spokane to accept the load, the temperature must rise > 30deg C in three (3) minutes. This sample will also be observed for impurities and may be rejected if load has notable contamination.	I agree and I acknowledge
#9	Any High Calcium Quicklime delivered that does not meet specifications will not be acceptable. If the Vendor'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. 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. At the City's option, a new Vendor may be use	I don't agree and I don't acknowledge

#9.1	Vendor shall immediately replace any lime delivery rejected that does not meet lime specifications such as, but not limited to, not passing Acceptability Test, oversize or undersize of lime preventing offload into silo, or heavy contamination of rocks. Vendor shall coordinate with WTEF Control Room if the staged pup trailer should be offloaded into silo until replacement load is delivered.	I agree and I acknowledge
#10	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	ITB 6229-24 Cover Letter.pdf
#10.1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Pete Lien & Sons, Inc. Jonathon Lime Plant Laramie, WY
#10.1.1	Vendor cannot change chemical sources without written approval by the City of Spokane.	I agree and I acknowledge

<p>#10.2</p>	<p>References are to be included with Bid. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. The City may use this list to check references . If poor performance reports are received from any client on this list , the City may deem you non-responsible. If no client list is provided, the City may deem you non-responsive. References must be located in similar climates.</p>	<p>Current lime vendor for the Spokane Waste to Energy Facility. Dakota Coal Company, Sherri Kegley, 406-764-2513, skegley@bepc.com Talen Energy, Shane Hensleigh, (406) 490-4557, Colstrip, MT, shane.hensleigh@talenenergy.com Black Hills Energy, Ramey Schatz, (307) 687-8534, ramey.schatz@blackhillscorp.com, Gillette, WY</p>
<p>#11</p>	<p>Bidder must uploaded Safety Date Sheet. Upload SDS</p>	<p>Lime SDS.pdf</p>
<p>#12</p>	<p>Specification Sheet, Certificate of Analysis, Bill of Lading, Safety Date Sheet to accompany each delivery.</p>	<p>I agree and I acknowledge</p>
Empty row for additional information		

	<p>#13</p> <p>EXCEPTIONS If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.</p>	<p>We are proposing 3/8" X 0" product size from the Jonathon Plant which was approved in 2019 by the City of Spokane. We are also proposing &lt; 0.10% sulfur with an average of 0.06%.                  9. If a situation occurs where product quality is suspected of causing physical damage to equipment requiring repairs and additional labor, we will conduct a root cause analysis with the City and third party experts and if found to be at fault, will compensate the City by replacing the lime, paying for equipment repairs and additional labor associated with the specific event. We believe neither party should be liable for incidental and consequential damages. We will do our utmost to ensure deliveries are made on time and strive to meet providing emergency loads within 24 hours but it may take up to 48 hours depending upon road conditions and other factors outside of our control.</p>
<p>DELIVERIES</p>		
	<p>#1</p> <p>SERVICE SCHEDULE Vendor is responsible for being in daily phone communication with WTEF Control Room to be able to monitor WTEF lime levels. Deliveries could vary from every day to every-other-day as determined based upon Vendor's daily phone-call interaction with WTEF Control Room obtaining lime levels to prevent the WTEF from running out of lime; or predetermined levels as established between daily interactions between Vendor and WTEF Control Room.</p>	<p>I agree and I acknowledge</p>

#1.1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less.	I agree and I acknowledge
#1.2	Delivery frequency could be daily or every other day - depends on the usage - with an approximate quantity of 32 Tons per delivery.	I agree and I acknowledge
#1.3	Annual Estimated Quantity 4,200 to 6,000 Tons, More Or Less, depending on usage. Actual usage may be more or less. Payment would only be made for actual accepted deliveries throughout the term of the valve blanket order.	I agree and I acknowledge
#1.3.1	History For Reference Only:	Yes
#1.3.1.1	3/1/2020 to 2/28/2021: Deliveries 154; Average Tons Per Delivery 30.90; Total Tons 4,758.	Acknowledged
#1.3.1.2	3/1/2021 to 2/28/2022: Deliveries 119; Average Tons Per Delivery 32.23; Total Tons 3,836.	Acknowledged
#1.3.1.3	3/1/2022 to 2/28/2023: Deliveries 116; Average Tons Per Delivery 32.40; Total Tons 3,760.	Acknowledged
#1.3.1.4	3/1/2023 to 2/28/2024: Deliveries 131; Average Tons Per Delivery 32.37; Total Tons 4,242.	Acknowledged
#1.3.1.5	3/1/2024 to 10/6/2024, thus far of years requirements from 3/1/2024 - 2/28/2025: Deliveries 77; Average Tons Per Delivery 32.39; Total Tons 2,493.	Acknowledged

#2	Vendor shall ensure all deliveries are made between 6:30 p.m. and 7:30 a.m. so there is no disruption to the flow of residential customer traffic, with the exception of recognized holidays unless arranged in advance. The City is not liable for any charges due to traffic at the WTEF. Check in at WTEF Control Room upon arriving at WTEF to enable WTEF to conduct Acceptability Test of lime prior to offloading.	I agree and I acknowledge
#2.1	Vendors must provide 24 hour prior notification of delivery by contacting the Control Room at 509 625-6516.	I agree and I acknowledge
#2.2	Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum.	I don't agree and I don't acknowledge
#3	Successful Vendor must use high quality, safe equipment and operating procedures.	I agree and I acknowledge
#3.1	Delivery method is to be compatible with unloading equipment at delivery point – Waste to Energy Facility.	I agree and I acknowledge
#3.2	Vendor shall transport lime in DOT approved, clean, uncontaminated pneumatic trailer trucks equipped with 4-inch "quick connect" fittings and a blower for unloading Lime into silo.	I agree and I acknowledge
#3.3	Vendor will be held responsible to comply with the established receiving program.	I agree and I acknowledge
#3.3.1	Vendor shall adhered to All WTEF Safety procedures shall be while on WTEF premises.	I agree and I acknowledge



#3.4	Vendor shall provide SDS and analyses to verify quality with very lime delivery; and Bill of Lading for each delivery reflecting quantity delivered and offloaded ensuring Bill of Lading is signed by WTEF Employee.	I agree and I acknowledge
#4	DELIVERY - F.O.B. POINT: Transferred into to storage tank at City of Spokane Waste To Energy Facility, South 2900 Geiger Blvd., Spokane WA 99224.	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I don't agree and I don't acknowledge
#2	Purchaser may procure from another source and Vendor will be required to pay any differences in cost.	I don't agree and I don't acknowledge
PRICING		
#1	Sales Tax: 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 bidder's unit pricing. All submissions shall be tabulated by the City who 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	Bidder acknowledges it would apply applicable Sale, which currently is 9%, when invoicing.	I agree and I acknowledge
#3	Unit Pricing should Not Include Tax.	I agree and I acknowledge

#4	Bidder's prices shall be firm throughout the first year of the contract period. (March 1, 2025 through February 28, 2026).	I agree and I acknowledge
#5	Unit Pricing Shall be per Dry-Ton.	I agree and I acknowledge
#6	Delivery Charge shall be per Dry-Ton.	I agree and I acknowledge
#7	Does bidder intend on charging for "prepositioned on-site pup trailer at WTEF"?	Yes
#7.1	If intending on charging rental cost for "prepositioned on-site pup trailer" enter associated monthly cost the would be incurred here, ensuring monthly cost is filled in on Pricing Form.	\$1,300 per month.
#8	Bidder has completed Pricing Form,	Yes
#6	Cost for Pump-Out Services would be addressed when service is required.	I agree and I acknowledge
#7	Does Bidder intend on charging an Insurance Fee in regards to each delivery that would be included on invoice?	No
#7.1	If intending on charging an Insurance Fee per delivery, state how Insurance Fee per is calculated, and provide an estimated cost that could be expected to be listed as a separate line item on invoices.	Not applicable.
#8	Does Bidder intend on charging a Fuel Surcharge fee in regards to each delivery that would be included on invoice?	Yes
#8.1	If intending on charging a Fuel Surcharge Fee per delivery, state how fuel surcharge is calculated, and provide an estimated cost that could be expected to be listed as a separate line item on invoices.	Please see attached fuel surcharge table. Base transportation rate X fuel surcharge % referenced to Padd 4 EIA fuel = monthly fuel surcharge adjustment

#9	Bidder acknowledges that ALL expenses that could be incurred were stated indicated above or are listed below. No other costs will be allowed later.	I agree and I acknowledge
#9.1	Enter any additional costs, that could be incurred that was not addressed and how costs are calculated, and provide estimated costs that could be expected to be listed as a separate line item on invoices.	
#10	PRICING ADJUSTMENTS:	Yes

#10.1

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. Price increases will not be considered before the end of the first 12-months of the Contract. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.

I agree and I acknowledge

#10.2	<p>Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.</p>	I agree and I acknowledge
#10.3	<p>All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.</p>	I agree and I acknowledge
#10.4	<p>Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.</p>	I agree and I acknowledge
#10.5	<p>The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.</p>	I agree and I acknowledge

	<p>PRICE DECREASES. During the term of the contract, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.</p>	<p>I agree and I acknowledge</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
<p>#1</p>	<p>If you have additional information/documents to submit, upload them here.</p>	<p>PLS Fuel.pdf</p>
<p>#2</p>	<p>If you have additional information/documents to submit, upload them here.</p>	
<p>#3</p>	<p>If you have additional information/documents to submit, upload them here.</p>	
<p>#4</p>	<p>If you have additional information/documents to submit, upload them here.</p>	

**Pricing Responses**

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Annual		Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.						

PRODUCT	Price-Per-Dry-Ton of Spec'd High Calcium Quicklime.	Base	Delivered-Price-Per-Dry-Ton	6,000.00	\$162.00	\$972,000.00
	<p>Unit-Price-Per-Dry- Ton shall be firm throughout the first year of the contract period (March 1, 2025 through February 28, 2026). A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.</p>					



Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Annual estimated quantity is 6,000 Tons.

DELIVERY CHARGE	Delivery Charge Per Dry-Ton. Delivered Charge shall be firm throughout the first year of the contract period (March 1, 2025 through February 28, 2026) . A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed affective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered. Approved	Base	Per Each Dry-Ton Delivered	6,000.00	\$125.70	\$754,200.00	Monthly fuel surcharge per the attached table is in addition to the base delivery charge.
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<p>price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Annual estimated quantity is 6,000 Tons.</p>						
PREPOSITIONED PUP TRAILER RENTAL	Prepositioned Pup Trailer Monthly Rental Cost	Base	Cost Per Month	12.00	\$1,300.00	\$15,600.00
<b>Total Base Bid</b>	<b>\$1,741,800.00</b>					

**PETE**

**IEN**

**& Sons, Inc.**

MAILING ADDRESS:  
PHYSICAL ADDRESS:

P.O. Box 440 RAPID CITY, SD 57709-0440 PH. 605-342-7224  
3401 UNIVERSAL DR. RAPID CITY, SD 57702 FX. 605-342-6979

October 23, 2024

Re: ITB 6229-24 Exceptions to Terms and Conditions

The City of Spokane,

Please see the following exception to the Standard Terms and Conditions.

Section 13 Default: exception is taken to the clause as written but would be open to negotiating revised terms and conditions to address the City's concerns.

Section 15 Termination: exception is taken to the clause as written but would be open to negotiating revised terms and conditions to address the City's concerns.

We are grateful for the relationship and look forward to the possibility of being the City of Spokane's lime provider of choice in the years to come.

Sincerely,

*Daryl R. Mecham*

Daryl R. Mecham  
Technical Director – Sales  
(605) 872-1400 cellular

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM  
 ITB 6229-24, TECHNICAL SPECIFICATIONS:

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. Bidder must acknowledge each specification shown in "Minimum Specifications Called" as follows:

A. "To Be Supplied" Column"

Bidder will initial when the product offered is equal to or better than the individual specification.

B. "Exceptions" Column"

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS CALLED			To Be Supplied	Exceptions
Parameter	Analyses Method	Normal Range		
Sizing	Standard US Sieve	1/8" x 3/8"	DM	<p>&lt; 3/8" Product was approved in            2019.</p> <p>&lt; 0.10%, 0.06 avg. dependent on            Limestone chemistry</p>
Bulk Density	Avg. Cubic Foot Wt.	57 lb/cu.ft.avg	DM	
Available CaO	ASTM C 25	92.0%min. 93.4% avg	DM	
L.O.I.	ASTM C 25	2.0%max. 1.5%avg	DM	
MgO	ASTM C 25-XRF	3.0%max. 2.0%avg	DM	
SiO2	ASTM C 25-XRF	1.5%max. 0.5%avg	DM	
Fe & Al compounds	ASTM C 25-XRF	1.0%max. 0.7%avg	DM	
Sulfur	ASTM C 25-LECO	0.050%max. 0.020%avg	DM	
3 min. Reactivity	ASTM C 110	40°C min. 52°C avg	DM	
30 sec. Reactivity	ASTM C 110	25°C avg	DM	
Water Insoluble			DM	
Residue	ASTM C 110	(30# mesh) 2.0% max.0.8	DM	
Specific Gravity	ASTM C 110	3.35-3.38	DM	
Material must be screened to 1/8" to 3/8"			DM	

Pete Lien & Sons – Fuel Surcharge Standard

- Pete Lien & Sons will pay haulers based on a \$2.50/gallon base rate, adjusting for every 6 cent increments. Refer to the chart A. below:
- The Pete Lien & Sons Fuel surcharge will be based on the governments department of energy website under the Rocky Mountain region (PADD 4).

<https://www.eia.gov/opendata/qb.php?category=240798&sdid=PET.EMD EPD2DXL0 PTE R40 DPG.W>

On the last Monday of every month we will record weekly posting and compare it to the chart below. This will determine the fuel surcharge percentage for the following month. Fuel surcharges will be updated once per month.

**CHART A**

**Pete Lien & Sons - Standard Fuel Surcharge**

\$ 1.520	to	\$ 1.579	0%
\$ 1.580	to	\$ 1.639	0%
\$ 1.640	to	\$ 1.699	0%
\$ 1.700	to	\$ 1.759	0%
\$ 1.760	to	\$ 1.819	0%
\$ 1.820	to	\$ 1.879	0%
\$ 1.880	to	\$ 1.939	0%
\$ 1.940	to	\$ 1.999	0%
\$ 2.000	to	\$ 2.499	0%
\$ 2.500	to	\$ 2.559	1%
\$ 2.560	to	\$ 2.619	2%
\$ 2.620	to	\$ 2.679	3%
\$ 2.680	to	\$ 2.739	4%
\$ 2.740	to	\$ 2.799	5%
\$ 2.800	to	\$ 2.859	6%
\$ 2.860	to	\$ 2.919	7%
\$ 2.920	to	\$ 2.979	8%
\$ 2.980	to	\$ 3.039	9%
\$ 3.040	to	\$ 3.099	10%
\$ 3.100	to	\$ 3.159	11%
\$ 3.160	to	\$ 3.219	12%
\$ 3.220	to	\$ 3.279	13%
\$ 3.280	to	\$ 3.339	14%
\$ 3.340	to	\$ 3.399	15%
\$ 3.400	to	\$ 3.459	16%
\$ 3.460	to	\$ 3.519	17%
\$ 3.520	to	\$ 3.579	18%
\$ 3.580	to	\$ 3.639	19%
\$ 3.640	to	\$ 3.699	20%

CHART A (Cont')

Pete Lien & Sons- Standard Fuel Surcharge

\$ 3.700	to	\$ 3.759	21%
\$ 3.760	to	\$ 3.819	22%
\$ 3.820	to	\$ 3.879	23%
\$ 3.880	to	\$ 3.939	24%
\$ 3.940	to	\$ 3.999	25%
\$ 4.000	to	\$ 4.059	26%
\$ 4.060	to	\$ 4.119	27%
\$ 4.120	to	\$ 4.179	28%
\$ 4.180	to	\$ 4.239	29%
\$ 4.240	to	\$ 4.299	30%
\$ 4.300	to	\$ 4.359	31%
\$ 4.360	to	\$ 4.419	32%
\$ 4.420	to	\$ 4.479	33%
\$ 4.480	to	\$ 4.539	34%
\$ 4.540	to	\$ 4.599	35%
\$ 4.600	to	\$ 4.659	36%
\$ 4.660	to	\$ 4.719	37%
\$ 4.720	to	\$ 4.779	38%
\$ 4.780	to	\$ 4.839	39%
\$ 4.840	to	\$ 4.899	40%
\$ 4.900	to	\$ 4.959	41%
\$ 4.960	to	\$ 5.019	42%
\$ 5.020	to	\$ 5.079	43%
\$ 5.080	to	\$ 5.139	44%
\$ 5.140	to	\$ 5.199	45%
\$ 5.200	to	\$ 5.259	46%
\$ 5.260	to	\$ 5.319	47%
\$ 5.320	to	\$ 5.379	48%
\$ 5.380	to	\$ 5.439	49%
\$ 5.440	to	\$ 5.499	50%
\$ 5.500	to	\$ 5.559	51%
\$ 5.560	to	\$ 5.619	52%
\$ 5.620	to	\$ 5.679	53%
\$ 5.680	to	\$ 5.739	54%
\$ 5.740	to	\$ 5.799	55%
\$ 5.800	to	\$ 5.859	56%
\$ 5.860	to	\$ 5.919	57%
\$ 5.920	to	\$ 5.979	58%
\$ 5.980	to	\$ 6.039	59%
\$ 6.040	to	\$ 6.099	60%
\$ 6.100	to	\$ 6.159	61%
\$ 6.160	to	\$ 6.219	62%

\$ 6.220	to	\$ 6.279	63%
\$ 6.280	to	\$ 6.339	64%
\$ 6.340	to	\$ 6.399	65%
\$ 6.400	to	\$ 6.459	66%
\$ 6.460	to	\$ 6.519	67%





P.O. Box 440 Rapid City, SD 57709-0440  
3401 Universal Dr. Rapid City, SD 57702

Phone: (605) 342-7224 | Fax: (605) 342-6979

[www.PeteLien.com](http://www.PeteLien.com)

## Quicklime

### TECHNICAL PRODUCT DATA SHEET

**PRODUCT DESCRIPTION:** Quicklime, "calcium oxide" (CaO) has varying particle sizes depending on the end use and high calcium content. Quicklime is used in flue gas treatment of sulfur emissions, drinking water and wastewater treatment, soil stabilization, oil well drilling applications and for many other industrial, environmental and agricultural purposes.

**PRODUCED:** Pete Lien & Sons, Inc.  
445 Jonathon Quarry Road  
Laramie, WY 82072

#### TYPICAL CHEMICAL PROPERTIES

CaO – Total	97.6%
CaO – Available	95.5%
LOI (CO <sub>2</sub> )	0.90%
Fe <sub>2</sub> O <sub>3</sub>	0.14
MgO	0.30%
SiO <sub>2</sub>	0.70%
Pb	< 1.0 ppm

#### TYPICAL PHYSICAL PROPERTIES

Specific Gravity	3.30
pH	12.45
3 min. Reactivity	58.5 C
Apparent Dry Bulk	
Density – loose	58 lbs./ft <sup>3</sup>
Density – packed	70 lbs./ft <sup>3</sup>

#### TYPICAL GRADATIONS

<i>Product</i>	<i>Gradation Range</i>
<i>3/4" Pebble</i>	<i>3/4" x 3/8"</i>
<i>3/8" Minus</i>	<i>3/8" x 0"</i>

#### MEETS THE FOLLOWING STANDARDS

1. *AWWA STANDARD B202-13.*
2. *ASTM C 25 – STANDARD TEST METHOD FOR CHEMICAL ANALYSIS OF LIMESTONE, QUICKLIME AND HYDRATED LIME.*
3. *ASTM C 110 – STANDARD TEST METHOD FOR PHYSICAL ANALYSIS OF LIMESTONE, QUICKLIME AND HYDRATED LIME.*

Information provided herein is intended to assist end users with making a determination of whether our products are suitable for individual needs. It is recommended that all lime products are inspect and tested prior to making a purchasing decision. This document is not intended to be a specification or to be used as a sole means to determine suitability for any application with respect to the use of any formula or material described herein.

**PETE**

**L IEN**

**& Sons, Inc.**

MAILING ADDRESS:  
PHYSICAL ADDRESS:

P.O. Box 440 RAPID CITY, SD 57709-0440 PH. 605-342-7224  
3401 UNIVERSAL DR. RAPID CITY, SD 57702 FX. 605-342-6979

October 23, 2024

Re: ITB 6229-24 Cover Letter

The City of Spokane:

Pete Lien & Sons, Inc. is a quicklime producer that operates three lime plants in addition to other production facilities (ready mixed concrete, gypsum, iron ore, sand & gravel, aggregates, and more) in South Dakota, Colorado, and Wyoming. We have been in business since 1944 and supply a significant quantity of lime for flue gas desulfurization at electrical generation facilities in the region.

The Jonathon Lime Plant has been providing quicklime to the Waste to Energy Facility since 2019. Our product quality is excellent and among the highest produced in North America.

Additionally, we work closely with national and regional carriers to design reliable supply chains to always ensure an uninterrupted supply of lime.

We are grateful for the relationship and look forward to the possibility of being the City of Spokane's lime provider of choice in the years to come.

Sincerely,

*Daryl R. Mecham*

Daryl R. Mecham  
Technical Director – Sales  
(605) 872-1400 cellular

# SAFETY DATA SHEET

## Quicklime

### Section 1. Identification

<b>GHS product identifier</b>	: Quicklime
<b>Other means of identification</b>	: Snowbright Quicklime, Quicklime, High calcium quicklime, Pebble lime, Hi Cal, Unslaked lime, Calcium Oxide, CaO, Type S, Type N, Calcined limestone, Burnt lime, Chemical lime
<b>Identified uses</b>	: Water treatment, Caustic agent, pH adjustment, Neutralization, Acid gas absorption, Construction
<b>Supplier's details</b>	: Pete Lien & Sons, Inc. PO Box 440 Rapid City, SD 57702
<b>Emergency telephone number (hours of operation)</b>	: (605) 342-7224 (Monday-Friday 8am-5pm)

### Section 2. Hazards identification

<b>Classification of the substance or mixture</b>	: SKIN IRRITATION - Category 2 EYE DAMAGE - Category 1 SPECIFIC TARGET ORGAN TOXICITY SINGLE EXPOSURE [Respiratory System] - Category 3 SPECIFIC TARGET ORGAN TOXICITY REPEAT EXPOSURE [Respiratory System] - Category 1 CARCINOGEN - Category 1A
---	---

#### GHS label elements

<b>Hazard pictograms</b>	: 
--------------------------	---

<b>Signal word</b>	: Danger
<b>Hazard statements</b>	: Causes skin irritation. Causes serious eye damage. May cause cancer through inhalation. May cause respiratory irritation. Reacts violently with water, releasing heat, which can ignite combustible material. Causes damage to lungs through prolonged and repeated exposure.

#### Precautionary statements

<b>Prevention</b>	: Wear protective gloves/protective clothing/face protection /eye protection. Wash exposed skin thoroughly after handling. Use only outdoors or in a well-ventilated area. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust. Do not eat, drink or smoke when using this product.
-------------------	---

<b>Response</b>	: IF ON SKIN: Wash exposed skin with plenty of water. If skin irritation occurs: Get medical attention. Take off contaminated clothing and wash it before reuse. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Seek medical attention immediately. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Seek medical attention if you feel unwell IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If exposed or concerned: Get medical advice
<b>Storage</b>	: Store to minimize dust generation. Store in a well-ventilated place. Keep container tightly closed.
<b>Disposal</b>	: Dispose of contents or containers in accordance with applicable regulations. <b>Do not use water on material spills.</b>
<b>Hazards not otherwise classified</b>	: Calcium oxide reacts violently with water, releasing heat which can ignite combustible materials.
<b>Ingredients with unknown toxicity</b>	: Not Applicable

### Section 3. Composition/information on ingredients

**Substance/mixture** : Calcium Oxide (CaO)

#### CAS number/other identifiers

Component	CAS #	% by weight
Calcium Oxide	1305-78-8	>87
Magnesium Oxide	1309-48-4	<5
Crystalline Silica (Quartz)	14808-60-7	<2.0

### Section 4. First aid measures

#### Description of necessary first aid measures

<b>Eye Contact</b>	: Contact can cause severe irritation or burning of eyes, including permanent damage. Immediately flush eyes with generous amounts of water for at least 15 minutes. Pull back the eyelid to ensure that all lime dust has been washed out. Seek medical attention immediately. Do not rub eyes.
<b>Skin Contact</b>	: Contact can cause severe irritation or burning of skin, especially in the presence of moisture. Wash exposed area with large amounts of water. Seek medical attention immediately.
<b>Ingestion</b>	: This product can cause severe irritation or burning of gastrointestinal tract if swallowed. Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth unless instructed to do so by medical personnel.
<b>Inhalation</b>	: This product can cause severe irritation of the respiratory system. Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped, give artificial respiration.

**Most important symptoms/effects, acute and delayed** : Irritation of skin, eyes, gastrointestinal tract or respiratory tract. Long-term exposure by inhalation may cause permanent damage. This product contains crystalline silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled. Inhalation of silica can also cause a chronic lung disorder, silicosis.

**Indication of immediate medical attention and special treatment needed, if necessary**: See first aid information above. Note to Physicians: Provide general supportive measures and treat symptomatically.

## Section 5. Fire-fighting measures

**Extinguishing Media** : Use dry chemical fire extinguisher. Do not use water or halogenated compounds, except that large amounts of water may be used to deluge small quantities of quicklime.

**Fire Hazards** : Quicklime is not combustible or flammable. However, quicklime reacts violently with water, and can release heat sufficient to ignite combustible materials. Quicklime is not considered to be an explosion hazard, although reaction with water or other incompatible materials may rupture containers. Hazardous Combustion Products: None.

### **Special Protective Equipment and Fire Fighting Instructions:**

Keep personnel away from and upwind of fire. Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (SCBA)

## Section 6. Accidental release measures

### **Personal precautions, protective equipment and emergency procedures**

**Spill/Leak Procedures** : Do NOT use water on bulk material spills. Lime reacts violently with water, releasing heat. Use proper protective equipment.

**Small Spills** : Use dry methods to collect spilled materials. Avoid generating dust. Do not clean up with compressed air. Store collected materials in dry, sealed plastic or metal containers. Residue on surfaces may be water washed.

**Large Spills** : Use dry methods to collect spilled materials. Evacuate area downwind of clean-up operations to minimize dust exposure. Store spilled materials in dry sealed plastic or metal containers.

### **Methods and materials for containment and cleaning up**

**Containment** : For large spills, as much as possible, avoid the generation of dusts. Prevent release to sewers or waterways.

**Cleanup** : Residual amounts of material can be flushed with large amounts of water. Equipment can be washed with either mild vinegar and water solution, or detergent and water.

## Section 7. Handling and storage

### **Precautions for safe handling**

Keep in tightly closed containers. Protect containers from physical damage. Avoid direct skin contact with the material.

**Conditions for safe storage, including any incompatibilities**

Store in a cool, dry, and well-ventilated location. Do not store near incompatible materials (see Section 10 below). Keep away from moisture. Long-term storage in aluminum containers is not recommended, as calcium oxide may corrode aluminum over long periods of time.

## Section 8. Exposure controls/personal protection

**Exposure limits**

Component	CAS #	Exposure limits
Calcium Oxide	1305-78-8	OSHA PEL: 5mg/m <sup>3</sup> ACGIH TLV: 2mg/m <sup>3</sup>
Magnesium Oxide	1309-48-4	OSHA PEL: 15mg/m <sup>3</sup> ACGIH TLV: 10mg/m <sup>3</sup>
Crystalline Silica	14808-60-7	OSHA PEL: 0.050 mg/m <sup>3</sup> as an 8hr TWA (respirable) ACGIH TLV: 0.025 mg/m <sup>3</sup> (respirable)

**US. NIOSH: Pocket Guide to Chemical Hazards**

Material	Type	Value
Calcium oxide (CaO) (CAS 1305-78-8)	TWA	2 mg/m <sup>3</sup>

Impurities	Type	Value	Form
Quartz (CAS 14808-60-7)	TWA	0.05 mg/m <sup>3</sup>	Respirable dust.

**Biological limit values** No biological exposure limits noted for the ingredient(s).

**Engineering controls** : Provide ventilation adequate to maintain PELs.

**Individual Protection Measures**

**Respiratory Protection** :Use NIOSH/MSHA approved respirators if airborne concentration exceeds PEL.

If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Wear NIOSH approved respirator appropriate for airborne exposure at the point of use.

**Skin Protection** : Use appropriate gloves to prevent skin contact. When there is a risk of skin contact, wear suitable clothing to prevent such contact. Clothing should fully cover arms and legs.

**Eye Protection** : Use safety glasses with side shields or safety goggles. Contact lenses should not be worn when working with lime products. When working with powders or dusts, wear dust-proof chemical goggles and face shield unless full facepiece respiratory protection is worn.

**Other** : Eye wash fountain and emergency showers are recommended  
: Wear appropriate thermal protective clothing, when necessary.

## Section 9. Physical and chemical properties

Physical State	: Solid
Appearance	: White or grayish-white material
Odor	: Odorless
Odor threshold	: Not applicable
pH at 25 degrees C	: 12.45
Melting point	: 4658°F, 2570°C
Initial boiling point	: 5162°F, 2850°C
Flash point	: Not applicable.
Evaporation rate	: Not applicable.
Flammability (solid, gas)	: Not applicable.
Lower and upper explosive (flammable) limits	: Not applicable.
Vapor pressure	: Not applicable.
Vapor density	: Not applicable.
Relative density	: Not applicable.
Solubility in water	: Negligible, but reacts with water to produce calcium hydroxide and heat
Partition coefficient: n octanol/water	: Not applicable.
Auto-ignition temperature	: Not applicable.
Decomposition temperature	: Not applicable.
Viscosity	: Not applicable.

## Section 10. Stability and reactivity

<b>Reactivity</b>	: Quicklime reacts violently with water to form calcium hydroxide, releasing heat. See also Incompatibility below
<b>Chemical stability</b>	: Quicklime is chemically stable
<b>Possibility of hazardous reactions</b>	: See above
<b>Conditions to avoid</b>	: Do not allow quicklime to come in contact with incompatible materials. The substance is hygroscopic and will absorb water by contact with the moisture in the air.
<b>Incompatible materials</b>	: Quicklime should not be mixed or stored with the following materials, due to the potential for violent reaction and release of heat: WATER ACIDS REACTIVE FLUORIDATED COMPOUNDS REACTIVE BROMINATED COMPOUNDS REACTIVE POWDERED METALS ALUMINUM POWDER ORGANIC ACID ANHYDRIDES NITRO-ORGANIC COMPOUNDS

REACTIVE PHOPHOROUS COMPOUNDS

INTERHALOGENATED COMPOUNDS

**Hazardous decomposition products** : None

## Section 11. Toxicological Information

**Information on the likely routes of exposure:** See First Aid discussion in Section 4.

**Symptoms related to the physical, chemical and toxicological characteristics:** See First Aid discussion in Section 4.

**Delayed and immediate effects and also chronic effects from exposure:** See First Aid in Section 4.

**Carcinogen listing:** Quicklime is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product contains crystalline silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled

### Toxicological data

#### IARC Monographs. Overall Evaluation of Carcinogenicity

Quartz (CAS 14808-60-7) 1 Carcinogenic to humans.

#### NTP Report on Carcinogens

Quartz (CAS 14808-60-7) Known To Be Human Carcinogen.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Quartz (CAS 14808-60-7) Cancer

<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.
<b>Specific target organ toxicity - single exposure</b>	May cause respiratory irritation.
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Chronic effects</b>	Prolonged inhalation may be harmful.

## Section 12. Ecological information

<b>Ecotoxicity</b>	: Because of the high pH of this product, it would be expected to produce significant ecotoxicity upon exposure to aquatic organisms and aquatic systems in high concentrations.
<b>Persistence and degradability</b>	: Reacts with atmospheric CO <sub>2</sub> over time to form calcium carbonate. The product solely consists of inorganic compounds which are not biodegradable.
<b>Bioaccumulative potential</b>	: This material shows no bioaccumulation effects of food chain concentration toxicity.
<b>Mobility in soil</b>	: There is no data available.
<b>Other adverse effects</b>	: This material is alkaline and if released into water or moist soil will cause an increase in pH.



## Section 13. Disposal considerations

Dispose of in accordance with all applicable federal, state, and local environmental regulations. If this product as supplied, and unmixed, becomes a waste, it will not meet the criteria of a hazardous waste as defined under the Resource Conservation and Recovery Act.

## Section 14. Transport information

<b>UN number</b>	: UN1910
<b>UN proper shipping name</b>	: Calcium Oxide
<b>Transport hazard class(es)</b>	: When transported by air only: Hazard Class 8-Corrosive
<b>Packing group</b>	: When transported by air only: Packing Group III
<b>Environmental hazards</b>	: This material is alkaline and if released into water or moist soil will cause an increase in pH.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	: Not available.

**Special Precautions which a user needs to be aware of , or needs to comply with, in connection with transport or conveyance either within or outside their premises:** When being transported by air, quicklime is classified in the Department of Transportation (DOT) regulations as a hazardous material. (49 CFR 172.101). For aircraft transport only, Calcium Oxide is classified as Hazard Class 8-Corrosive, UN1910, Packing Group III. For passenger aircraft, the maximum net quantity allowed per container is 25 kg. For cargo aircraft the maximum net quantity allowed per container is 100kg. For quantities greater than 25kg up to and including 100kg, the container shall be labeled with CARGO AIRCRAFT ONLY. Because express carriers (i.e., Federal Express, Airborne Express, and United Parcel Service) ship by air, quicklime presented to these carriers for shipment must be packaged, marked, and labeled in accordance with IATA requirements, and must be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Materials Regulations (contained in Title 49 of the Code of Federal Regulations) may prepare any quicklime product for air transport. Quicklime is not classified as a hazardous material by DOT when transported by means other than air.

## Section 15. Regulatory information

National Chemical Inventory Listings:

All Chemical ingredients are listed on the USEPA TSCA Inventory List

### US Federal Regulations:

RCRA Hazardous Waste Number: not listed (40 CFR 261.33)

RCRA Hazardous Waste Classification (40 CFR 261): not classified

CERCLA Hazardous Substance (40 CFR 302.4) unlisted specific per RCRA, Sec. 3001; CWA, Sec. 311 (b)(4); CWA, Sec. 307(a), CAA, Sec. 112

CERCLA Reportable Quantity, not listed.

SARA 311/312 Codes: not listed.

SARA Toxic Chemical (40 CFR 372.65): not listed.

SARA EHS (Extremely Hazardous Substance) ( 40 CFR 355): Not listed, Threshold Planning Quantity (TPQ): not listed

Specific State Regulations: Consult State and Local authorities for guidance.

**State Regulations:**

Consult state and local authorities for guidance.

**California Proposition 65**



**WARNING:** This product can expose you to SILICA, CRYSTALLINE QUARTZ, which is known to the State of California to cause cancer. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

These naturally occurring impurities may also regulated by other States.

Canadian DSL: Listed

Canadian NPRI: None of the components are listed

CEPA Toxic Substance: None of the components are listed

## Section 16. Other information

**History**

Date of issue (mm/dd/yyyy) : 06/01/2015

Revision date (mm/dd/yy) :09/30/2019

Version : 2

Disclaimer: The information contained in this document applies to this specific material as supplied. Pete Lien & Sons, Inc. believes that the information contained in this SDS is accurate. The suggested precautions and recommendations are based on recognized good work practices and experience as of the date of publication. They are not necessarily all-inclusive or fully adequate in every circumstance as not all use circumstances can be anticipated. The suggestions should not be confused with nor followed in violation of applicable laws, regulation, rules or insurance requirement.

It is the user's responsibility to satisfy oneself as to the suitability and completeness of this information for one's own particular use. Since the actual use of the product described herein is beyond our control, Pete Lien & Sons, Inc. , assumes no liability arising out of the use of the product by others. Appropriate warnings and safe handling procedures should be provided to handlers and users. Product must not be used in a manner which could result in harm.



< Business Lookup

### License Information:

[New search](#) [Back to results](#)

**Entity name:** PETE LIEN & SONS, INC.

**Business name:** PETE LIEN & SONS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-584-673

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 3401 UNIVERSAL DR  
RAPID CITY SD 57702-9360

**Mailing address:** PO BOX 440  
RAPID CITY SD 57709-0440

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

### Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>				Active	Mar-31-2025	Feb-02-2022

### Governing People May include governing people not registered with Secretary of State

Governing people	Title
LIEN, PETER	

The Business Lookup information is updated nightly. Search date and time: 1/8/2025 12:21:37 PM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2024

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> Black Hills Insurance Agency 820 St. Joseph PO Box 3330 Rapid City SD 57709	<b>CONTACT NAME:</b> Elizabeth Brown <b>PHONE (A/C, No, Ext):</b> (605) 342-5555 <b>E-MAIL ADDRESS:</b> elizabethbrown@blackhillsagency.com	<b>FAX (A/C, No):</b> (605) 342-7901
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Pete Lien & Sons, Inc. PO Box 440  Rapid City SD 57709	<b>INSURER A:</b> Phoenix Insurance Company	25623
	<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER C:</b> Travelers Indemnity Company	25658
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL24121828236

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 <input checked="" type="checkbox"/> OTHER: X.C.U.	Y	Y	Y-630-2F848237-PHX-25	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-9N292035-25-14-G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-0J377997-25-14	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
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 N	N/A	Y	UB-2P422576-25-51-K	01/01/2025	01/01/2026	<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
C	WY Stop Gap/Employers Liability			Y	UB-2P422576-25-51-K	01/01/2025	01/01/2026	Each Accident \$1,000,000 Each Employee Disease \$1,000,000 Policy Limit Disease \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: Lime  
 Additional Insured with respect to operations of the named insured as required by contract: City of Spokane, its officers and employees. Waiver of Subrogation is included in favor of the City of Spokane, its officers and employees. A forty-five(45) day notice will be provided to the certificate holder for cancellation or any material change.

**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 
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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/13/2025
		<b>Clerk's File #</b>	OPR 2023-0026
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	IPWQ 5678-22
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	CR 27121
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> YES	
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES		

**Agenda Wording**

Contract renewal 2 of 4 with McKinstry Co., LLC (Spokane, WA) for HVAC services at the Waste to Energy Facility from 3/1/25-2/28/26 and an annual spend not to exceed \$90,000.00 plus tax.

**Summary (Background)**

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. On December 21, 2022, bidding closed on IPWQ 5678-22 for scheduled and unscheduled maintenance to the HVAC systems at the Waste to Energy Facility. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the second renewal.

**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ \$90,000.00
Current Year Cost	\$ 90,000.00
Subsequent Year(s) Cost	\$ 90,000.00
<b><u>Narrative</u></b>	
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 90,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4490-44100-37148-54803-34002	
#	
#	
#	
#	
#	
<b>Funding Source</b> Recurring	
<b>Funding Source Type</b> Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>	
Yes	
<b>Expense Occurrence</b> Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Paul Steinheiser, paulst@mckinstry.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	





**City of Spokane**  
**CONTRACT RENEWAL**  
**2 OF 3**  
**PREVENTATIVE MAINTENANCE AGREEMENT**

This Contract Renewal 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 parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services - Scheduled and Unscheduled preventative Maintenance located at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the second of those renewals.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The original Contract, dated January 18, 2023 and January 19, 2023, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on March 1, 2025, and shall run through February 28, 2026.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.

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 Renewal 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

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Attachment A – Certification Regarding Debarment  
McKinstry – 2<sup>nd</sup> renewal pricing and renewal email from November 19, 2024.

U2024-004

**ATTACHMENT 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.

<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)



CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call			
Service Contract OPR 2023-0026	Base Year Period	First Option	Second Option
	3/1/2023 Through 2/29/2024	3/1/2024 Through 2/28/2025	3/1/2025 Through 2/28/2026
<b>Scheduled Service:</b> Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	<b>YEARLY COST for the 12-month period to be incurred here.</b> \$12,506.00	<b>YEARLY COST for the 12-month period to be incurred here.</b> \$23,886.25	<b>YEARLY COST for the 12-month period to be incurred here.</b> \$ <b>24841.70</b>
	<b>Unscheduled Service:</b> Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	<b>Estimated Quantity More Or Less</b> 34 <b>Straight Rate</b> \$130 \$4,420	<b>Straight Rate</b> 25% \$135.00 \$4,420.00
<b>Unscheduled Service:</b> Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	<b>Estimated Quantity More Or Less</b> 150 50 16 <b>Straight Time Rate</b> \$195.00 <b>Overtime Rate</b> \$260.00 <b>Emergency Work Rate</b> \$260.00 <b>Holiday Rate</b> \$260.00	<b>Straight Rate</b> 25% \$135.00 \$202.50 \$270.00 \$270.00	<b>Straight Rate</b> 25% \$138 \$207 \$276 \$276
<b>Subtotal</b>	\$50,336.00	\$63,171.25	\$64,774.70
<b>Applicable Tax</b>	\$4,530.24	\$	\$
<b>Extended Total</b>	\$54,866.24	\$	\$
McKinstry Keil Hutchinson, Account Executive 208 446 4500 <a href="mailto:KeilH@mckinstry.com">KeilH@mckinstry.com</a>		<b>NAME:</b> Keil Hutchinson	
<b>DocuSign:</b> Paul Steinheiser Phone 206 391 1673 <a href="mailto:paulst@mckinstry.com">paulst@mckinstry.com</a>		<b>SIGNATURE:</b>	
		<b>DATE:</b>	
Base Year Pricing Per McKinstry bid response to IPWQ 5678-22			

## **Rinderle, Rick**

---

**From:** Kiel Hutchinson <KielH@McKinstry.com>  
**Sent:** Tuesday, November 19, 2024 1:14 PM  
**To:** Paul Steinheiser; Rinderle, Rick  
**Cc:** Steve Knowles; Paine, David; Pratt, Larry; Lafrenz, Greg; Dorgan, Michelle; Allison Bullard; Pamela Norton  
**Subject:** Re: 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy  
**Attachments:** FINAL\_MCK EDIT\_2025 WTE\_2nd Opt Yr Pricing Sheet OPR 2023-0026.pdf

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi Rick!

After reviewing with my team, there is a discrepancy between our agreements as they relate to the 'first option 3/1/24-2/28/25'

Below is a completed yr 2 option, but there are some highlighted changes that I had made to fix the discrepancies. If those adjustments are made, then the pricing provided below for the 'second option' is accurate. Please let me know if you have any questions.

We look forward to continuing to work with you all!



CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026		Base Year Period	First Option	Second Option
		3/1/2023 Through 2/29/2024	3/1/2024 Through 2/28/2025	3/1/2025 Through 2/28/2026
<b>Scheduled Service:</b>	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, bolts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	\$12,506.00	\$23,886.25	\$24,841.70
<b>Unscheduled Service:</b>	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	\$130	\$135.00	\$138
<b>Unscheduled Service:</b>	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	25%	25%	25%
	Straight Time Rate	\$130.00	\$135.00	\$138
	Overtime Rate	\$195.00	\$202.50	\$207
	Emergency Work Rate	\$260.00	\$270.00	\$276
	Holiday Rate	\$260.00	\$270.00	\$276
	Subtotal	\$50,336.00	\$63,171.25	\$64,774.70
	Applicable Tax	\$4,530.24	\$	\$
	Extended Total	\$54,866.24	\$	\$
McKinstry Keil Hutchinson, Account Executive 208 446 4500 <a href="mailto:KeilH@mcKinstry.com">KeilH@mcKinstry.com</a> DocuSign: Paul Steinheiser Phone 206 391 1673 <a href="mailto:paulst@mcKinstry.com">paulst@mcKinstry.com</a>		Base Year Pricing Per McKinstry bid response to IPWQ 5678-22		NAME: Keil Hutchinson SIGNATURE: DATE:





CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026		Base Year Period	First Option	Second Option
		3/1/2023 Through 2/29/2024	3/1/2024 Through 2/28/2025	3/1/2025 Through 2/28/2026
<b>Scheduled Service:</b>	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12-month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	\$12,506.00	\$12,900.00	\$ _____
<b>Unscheduled Service:</b>	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	\$130	\$135.00	\$4,420.00
<b>Unscheduled Service:</b>	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	25%	25%	25%
	Straight Time Rate	\$130.00	\$135.00	\$19,500.00
	Overtime Rate	\$195.00	\$202.50	\$10,125.00
	Emergency Work Rate	\$260.00	\$270.00	\$4,320
	Holiday Rate	\$260.00	\$270.00	\$
	Subtotal	\$50,336.00	\$51,371.24	\$
	Applicable Tax	\$4,530.24	\$	\$
	Extended Total	\$54,866.24	\$	\$
McKInstry Keil Hutchinson, Account Executive 208.446.4500 <a href="mailto:KeilH@mckinstry.com">KeilH@mckinstry.com</a> DocuSign: Paul Steinheiser Phone 206 391 1673 <a href="mailto:paulst@mckinstry.com">paulst@mckinstry.com</a>		Base Year Pricing Per McKInstry bid response to IPWQ.5678-22		NAME: Keil Hutchinson SIGNATURE: DATE:





## Kiel Hutchinson

Account Executive --- Construction  
(208) 446-4500

Together, building a thriving planet.  
[www.mckinstry.com](http://www.mckinstry.com)

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**From:** Paul Steinheiser <PaulSt@McKinstry.com>  
**Sent:** Thursday, November 14, 2024 4:50 PM  
**To:** Rinderle, Rick <rrinderle@spokanecity.org>; Kiel Hutchinson <KielH@McKinstry.com>  
**Cc:** Steve Knowles <SteveKn@McKinstry.com>; Paine, David <dpaine@spokanecity.org>; Pratt, Larry <lpratt@spokanecity.org>; Lafrenz, Greg <glafrenz@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>  
**Subject:** RE: 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy

Thank you for this email, Rick. We will review this early next week upon Kiel's return and get back to you on this request. Our intent will be to renew. Thank you for the opportunity to provide these services.



**Paul Steinheiser** LEED® AP BD+C  
Business Unit Manager - INW Special Projects & Service  
O: 509.482.3323 | C: 206.391.1673

Together, building a thriving planet.  
[www.mckinstry.com](http://www.mckinstry.com)

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**From:** Rinderle, Rick <rrinderle@spokanecity.org>  
**Sent:** Thursday, November 14, 2024 7:34 AM  
**To:** Kiel Hutchinson <KielH@McKinstry.com>  
**Cc:** Paul Steinheiser <PaulSt@McKinstry.com>; Steve Knowles <SteveKn@McKinstry.com>; Rinderle, Rick <rrinderle@spokanecity.org>; Paine, David <dpaine@spokanecity.org>; Pratt, Larry <lpratt@spokanecity.org>; Lafrenz, Greg <glafrenz@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>  
**Subject:** 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy

**CAUTION:** External Sender.

Hello Mr. Kiel Hutchinson, (please note this email is being resent at two no-go responses have been received regarding all McKinstry email addresses used)  
Please note the attached first contract renewal of OPR 2023-0024, is sent expire 2/28/2025.

The WTEF is looking at exercising the 2<sup>nd</sup> renewal, 3/1/25 – 2/28/26.

Upon receiving this email advise if McKinstry is interested in exercising the 2<sup>nd</sup> Renewal. If so, kindly confirm the attached 2<sup>nd</sup> Opt Year Pricing Sheet OPR 2023-0026” will be completed no later than 12/31/2024, this is asked should WTEF find pricing to be acceptable City Council approval will need to be obtained which can take 6 – 8 weeks.

Respectfully, awaiting feedback.

Respectfully,

**RICK RINDERLE** | CITY OF SPOKANE | PURCHASING SPECIALIST  
PHONE 509 625 6527 | [rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

*Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW*

**From:** Kiel Hutchinson <[KielH@McKinstry.com](mailto:KielH@McKinstry.com)>

**Sent:** Wednesday, January 17, 2024 4:29 PM

**To:** Rinderle, Rick <[rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)>

**Cc:** Pratt, Larry <[lpratt@spokanecity.org](mailto:lpratt@spokanecity.org)>; Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>; Paul Steinheiser <[PaulSt@McKinstry.com](mailto:PaulSt@McKinstry.com)>; Steve Knowles <[SteveKn@McKinstry.com](mailto:SteveKn@McKinstry.com)>

**Subject:** RE: 1st Renewal Pricing Sought OPR 2023-0026 HVAC Services Waste To Energy

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**  
Good afternoon!

Apologies for the delay in my response.

I have attached our response for the 1<sup>st</sup> year renewal, and below is further transparent information that will justify some cost increases necessary for 2024 if we are to re-structure the agreement with a better understanding of the contract, the facility, and all else associated with what is expected we provide under the terms of the agreement.

The original pricing structure the City had received last year clearly has some pricing errors on our end understanding the box ‘scheduled service’ was to be inclusive of all labor and materials.

I request pulling the material cost from this box, and provide options for the facility to work direct with Filter-Distributor and maintain inventory on site in a coordinated effort with MCK and facility staff to manage.

Pure filtration Products has provided their quote for (1) filter/ belt change. Please note our direct cost is \$1,780, and the filters consist of \$1,025 of that amount.

The material cost per year for filters and belts w/o markup is \$6,905. This would leave a remaining \$5,601 for labor to not only provide the filter and belt changing but also the inspections and coil cleanings as applicable as well. Without

I would request the 'scheduled services' box be amended to be labor only.

If this is acceptable, our numbers for 2024 will simply carry an approx. 4% standard increase.

It will be our intention to provide our services utilizing the 96 man hours, but it will take both entities working together to provide an efficient on-site process. Some of the on-site safety procedures will also add to some variances in actuals used in terms of time.

Please let me know if you have any questions or concerns.

**Filter/Belt Size & Type**

Filters: 2-16x25x2, Belts: 1-4X 43  
 Filters: 2-16x25x2, Belts: 1-AX 40  
 Filters: 2-16x25x2, Belts: 1AX 40  
 Filters: 1-16x25x2, Belts: 0- D/D  
 Filters: 1-16x30x1 inside of CEM shack, 1x16x30x2 inside of the unit from outside.  
 Belts: 0- D/D  
 Filters: 3-16x25x4, 2-20x25x4  
 Belts: 2-B41  
 Filters: 3-16x25x4, 2-20x25x4  
 Belts: 2-B41  
 Filters: 4-20x25x2, 1-16x25x2  
 Belts: 2-B34  
 Filters: 6-16x25x2  
 Belts: 2-B35  
 Filters: 3-20x25x2  
 Belts: 2-B38  
 Filters: 3-20x25x2  
 Belts: 1-B34, 1B-35  
 Filters: 1-16x25x2, 1-20x25x2  
 Belts: 1-B33

Note: not original equipment and current filters are not suitable being 4-16x20x1 filters. Advise a special cut filter of 315" tall x 41" wide. Filter will need to hinge at middle of tall dimension allowing bottom of the filter to hinge towards entering air side to allow it clearance to slide up into the location. Collis dirty due to poor filter fit.

Belts: 1-BX46  
 Filters: 1-20x25x2, 1-16x25x2  
 Belts: 1-B35  
 Filters: 1-20x25x2, 1-16x25x2, 1-20x20x2, 1-20x20x1  
 Belts: 1-B35

Unit is being replaced and will require updated information. We have provided them recently with a box of filters to change as they like.

Filters: 12- 20x25x2, 36- 16x25x2  
 Belts: Matching 5- B85  
 Filters: 30- 20x25x2  
 Belts: Matching 4- B72  
 Filters: 24- 16x25x2  
 Belts: Matching 3- B87  
 Filters: 24- 16x25x2  
 Belts: Matching 3- B87  
 Filters: 3- 16x20-2  
 Belts: 1- AS2  
 Filters: 1-16x20x2, 1-16x20x1.  
 Belts: 0, D/D  
 Filters: 1- 20x20x1,  
 Belts: 0, D/D  
 Filters: 1- 16x20x1,  
 Belts: 0, D/D  
 Filters: 2- 20x25x2  
 Belts: Field Verify

Pure Filtration Products, Inc  
 4008 East Broadway Ave  
 Spokane, WA 99202

Phone # 509-315-8460

Name/Address

MCKINSTRY CO. LLC  
 P O BOX 24406  
 SEATTLE, WA 98124-0567

Ship To

MCKINSTRY CO. LLC

**QUOTE**

Date	Quote Number
1/17/2024	24271

Attention:	WASTE TO ENERGY	Project
Quoted By:	DS	

Description	Qty	U/M	Rate	Total
MARK FOR: WASTE TO ENERGY				
ZLP16252: 16"X25"X2" Z-LINE MERV 10 PLEATED FILTER	103	Ea	5.15	530.45
ZLP16302: 16"X30"X2" Z-LINE CUSTOM FILTER 480 SQ INCHES	1	Ea	13.00	13.00
ZLP16301: 16"X30"X1" Z-LINE MERV 10 PLEATED FILTER	1	Ea	9.23	9.23
ZLP16254: 16"X25"X4" Z-LINE MERV 10 PLEATED FILTER	7	Ea	10.01	70.07
ZLP20252: 20"X25"X2" Z-LINE MERV 10 PLEATED FILTER	55	Ea	5.92	325.60
31.5"X20.5"X1" EXACT CUSTOM CUT 1" Z-LINE MERV 10 PLEATED DOUBLE FILTER 600-699 SQ IN - IN EXCESS OF 30"	2	Ea	19.31	38.62
ZLP20201: 20"X20"X1" Z-LINE MERV 10 PLEATED FILTER	2	Ea	4.64	9.28
ZLP20202: 20"X20"X2" Z-LINE MERV 10 PLEATED FILTER	1	Ea	5.28	5.28
ZLP16202: 16"X20"X2" Z-LINE MERV 10 PLEATED FILTER	4	Ea	4.64	18.56
ZLP16251: 16"X25"X1" Z-LINE MERV 10 PLEATED FILTER	1	Ea	4.85	4.85
BELTS				
AX43-BT-BESTORQ COGGED V-BELT	1	Ea	14.01	14.01
AX40-BT-BESTORQ COGGED V-BELT	2	Ea	13.22	26.44
B41-BT-BESTORQ V-BELT	4	Ea	17.93	71.72
BX34 GOLD RIBBON COG BELT	3	Ea	14.70	44.10
BX35-BT-BESTORQ COGGED V-BELT	5	Ea	14.96	74.80
B38-BT-BESTORQ V-BELT	2	Ea	16.73	33.46
B33-BESTORQ SUPER II V-BELT	1	Ea	14.26	14.26
BX46-BT-BESTORQ COGGED V-BELT	1	Ea	19.51	19.51
B85-BT-BESTORQ V BELT	5	Ea	31.87	159.35
B72-BT-BESTORQ V-BELT	7	Ea	26.55	185.85
B87-BT-BESTORQ V-BELT	3	Ea	33.38	100.14
A52-BT-BESTORQ V-BELT	1	Ea	11.89	11.89
<b>Total</b>				<b>\$1,780.47</b>



CITY OF SPOKANE - WTEF  
2900 S GEIGER BLVD  
Spokane, WA 99224-5400  
Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026

Service Contract OPR 2023-0026		Base Year Period	First Option
		3/1/2023 Through 2/29/2024	3/1/2024 Through 2/28/2025
<b>Scheduled Service:</b>	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaikets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	YEARLY COST for the 12-month period to be	YEARLY COST for the 12-month period to be
		\$12,506.00	\$12,960
<b>Unscheduled Service:</b>	Cost per Unscheduled Service Call: Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an individual call out.	Straight Rate	Straight Rate
		\$130	\$135
<b>Unscheduled Service:</b>	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract, and any renewals.	25%	25%
		\$130.00	\$135.00
		\$195.00	\$195.00
		\$260.00	\$270.00
		\$260.00	\$270.00
		\$260.00	\$270.00
		\$50,336.00	\$51,371.24
	Subtotal:	\$4,530.24	\$
	Applicable Tax	\$54,866.24	\$
	Extended Total		
<b>Kiel Hutchinson Account Executive -- Construction (208) 446-4500</b>		NAME: Kiel Hutchinson	DATE: 1/17/2024
DocuSign: Paul Steinhilber Phone 206 391 1673 pste1@mckinstry.com		SIGNATURE:	
		Base Year Pricing Per McKinstry bid response to IPWQ 5678-22	

**96 Man Hours Labor Estimate ONLY**

Filters and Belts to be purchased and billed per terms of agreement (invoice plus 25%)

Or

WTE purchases filters and belts direct from supplier and stock necessary inventory for items necessary for facility operations. (Direct Savings)



**Kiel Hutchinson**

Account Executive --- Construction  
(208) 446-4500

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www.mckinstry.com

We value our partnership. How are we doing? **Provide Feedback**

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## Rinderle, Rick

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**From:** Kiel Hutchinson <KielH@McKinstry.com>  
**Sent:** Tuesday, November 19, 2024 1:14 PM  
**To:** Paul Steinheiser; Rinderle, Rick  
**Cc:** Steve Knowles; Paine, David; Pratt, Larry; Lafrenz, Greg; Dorgan, Michelle; Allison Bullard; Pamela Norton  
**Subject:** Re: 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy  
**Attachments:** FINAL\_MCK EDIT\_2025 WTE\_2nd Opt Yr Pricing Sheet OPR 2023-0026.pdf

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Hi Rick!

After reviewing with my team, there is a discrepancy between our agreements as they relate to the 'first option 3/1/24-2/28/25'

Below is a completed yr 2 option, but there are some highlighted changes that I had made to fix the discrepancies. If those adjustments are made, then the pricing provided below for the 'second option' is accurate. Please let me know if you have any questions.

We look forward to continuing to work with you all!





CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026		Base Year Period		First Option		Second Option	
		3/1/2023 Through 2/29/2024		3/1/2024 Through 2/28/2025		3/1/2025 Through 2/28/2026	
<b>Scheduled Service:</b>	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	YEARLY COST for the 12-month period to be incurred here.		YEARLY COST for the 12-month period to be incurred here.		YEARLY COST for the 12-month period to be incurred here.	
		\$12,506.00		\$23,886.25		\$ 24,841.70	
<b>Unscheduled Service:</b>	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	Estimated Quantity More Or Less	Straight Rate	Straight Rate	Straight Rate		
		34	\$130 \$4,420	\$135.00 \$4,420.00	\$138 \$4,692		
<b>Unscheduled Service:</b>	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	Estimated Quantity More Or Less	25%	25%	25%		
	Straight Time Rate	150	\$130.00 \$19,500.00	\$135.00 \$20,250.00	\$138 \$20,700.00		
	Overtime Rate	50	\$195.00 \$9,750.00	\$202.50 \$10,125.00	\$207 \$10,125.00		
	Emergency Work Rate	16	\$260.00 \$4,160.00	\$270.00 \$4,320.00	\$276 \$4,416.00		
	Holiday Rate		\$260.00	\$270.00	\$276		
Subtotal			\$50,336.00	\$63,171.25	\$64,774.70		
Applicable Tax			\$4,530.24	\$	\$		
Extended Total			\$54,866.24	\$	\$		
McKinstry Keil Hutchinson, Account Executive 208 446 4500 <a href="mailto:KielH@mckinstry.com">KielH@mckinstry.com</a>		Base Year Pricing Per McKinstry bid response to IPWQ 5678-22	NAME:		Keil Hutchinson		
DocuSign: Paul Steinheiser Phone 206 391 1673 <a href="mailto:paulst@mckinstry.com">paulst@mckinstry.com</a>			SIGNATURE:				
			DATE:				







CITY OF SPOKANE - WTEF  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026		Base Year Period		First Option		Second Option		
		3/1/2023 Through 2/29/2024		3/1/2024 Through 2/28/2025		3/1/2025 Through 2/28/2026		
<b>Scheduled Service:</b>	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	<b>YEARLY COST for the 12-month period to be incurred here.</b>		<b>YEARLY COST for the 12-month period to be incurred here.</b>		<b>YEARLY COST for the 12-month period to be incurred here.</b>		
		\$12,506.00		<del>\$12,900.00</del>		\$ _____		
<b>Unscheduled Service:</b>	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	Estimated Quantity More Or Less	Straight Rate		Straight Rate		Straight Rate	
		34	\$130	\$4,420	\$135.00	\$4,420.00		
<b>Unscheduled Service:</b>	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	Estimated Quantity More Or Less	25%		25%		25%	
			Straight Time Rate	150	\$130.00	\$19,500.00	<del>\$135.00</del>	\$19,500.00
			Overtime Rate	50	\$195.00	\$9,750.00	\$202.50	\$10,125.00
			Emergency Work Rate	16	\$260.00	\$4,160.00	\$270.00	\$4,320
			Holiday Rate		\$260.00		\$270.00	
Subtotal			\$50,336.00		<del>\$51,371.24</del>		\$	
Applicable Tax			\$4,530.24		\$		\$	
Extended Total			\$54,866.24		\$		\$	
McKinstry Keil Hutchinson, Account Executive 208 446 4500 <a href="mailto:KielH@msKinstry.com">KielH@msKinstry.com</a>			Base Year Pricing Per McKinstry bid response to IPWQ 5678-22		NAME:		Keil Hutchinson	
DocuSign: Paul Steinheiser Phone 206 391 1673 <a href="mailto:paulst@mckinstry.com">paulst@mckinstry.com</a>					SIGNATURE:			
					DATE:			



## Kiel Hutchinson

Account Executive -- Construction  
(208) 446-4500

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[www.mckinstry.com](http://www.mckinstry.com)

---

**From:** Paul Steinheiser <PaulSt@McKinstry.com>  
**Sent:** Thursday, November 14, 2024 4:50 PM  
**To:** Rinderle, Rick <rrinderle@spokanecity.org>; Kiel Hutchinson <KielH@McKinstry.com>  
**Cc:** Steve Knowles <SteveKn@McKinstry.com>; Paine, David <dpaine@spokanecity.org>; Pratt, Larry <lpratt@spokanecity.org>; Lafrenz, Greg <glafrenz@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>  
**Subject:** RE: 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy

Thank you for this email, Rick. We will review this early next week upon Kiel's return and get back to you on this request. Our intent will be to renew. Thank you for the opportunity to provide these services.



**Paul Steinheiser** LEED® AP BD+C  
Business Unit Manager - INW Special Projects & Service  
O: 509.482.3323 | C: 206.391.1673

Together, building a thriving planet.  
[www.mckinstry.com](http://www.mckinstry.com)

---

**From:** Rinderle, Rick <rrinderle@spokanecity.org>  
**Sent:** Thursday, November 14, 2024 7:34 AM  
**To:** Kiel Hutchinson <KielH@McKinstry.com>  
**Cc:** Paul Steinheiser <PaulSt@McKinstry.com>; Steve Knowles <SteveKn@McKinstry.com>; Rinderle, Rick <rrinderle@spokanecity.org>; Paine, David <dpaine@spokanecity.org>; Pratt, Larry <lpratt@spokanecity.org>; Lafrenz, Greg <glafrenz@spokanecity.org>; Dorgan, Michelle <mdorgan@spokanecity.org>  
**Subject:** 2nd Opt Pricing OPR 2023-0026 HVAC Services Waste To Energy

**CAUTION:** External Sender.

Hello Mr. Kiel Hutchinson, (please note this email is being resent at two no-go responses have been received regarding all McKinstry email addresses used)

Please note the attached first contract renewal of OPR 2023-0024, is sent expire 2/28/2025.

The WTEF is looking at exercising the 2<sup>nd</sup> renewal, 3/1/25 – 2/28/26.

Upon receiving this email advise if McKinstry is interested in exercising the 2<sup>nd</sup> Renewal. If so, kindly confirm the attached 2<sup>nd</sup> Opt Year Pricing Sheet OPR 2023-0026” will be completed no later than 12/31/2024, this is asked should WTEF find pricing to be acceptable City Council approval will need to be obtained which can take 6 – 8 weeks.

Respectfully, awaiting feedback.

Respectfully,

**RICK RINDERLE** | CITY OF SPOKANE | PURCHASING SPECIALIST  
PHONE 509 625 6527 | [rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org) | [spokanecity.org](http://spokanecity.org)

*Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW*

**From:** Kiel Hutchinson <[KielH@McKinstry.com](mailto:KielH@McKinstry.com)>

**Sent:** Wednesday, January 17, 2024 4:29 PM

**To:** Rinderle, Rick <[rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)>

**Cc:** Pratt, Larry <[lpratt@spokanecity.org](mailto:lpratt@spokanecity.org)>; Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>; Paul Steinheiser <[PaulSt@McKinstry.com](mailto:PaulSt@McKinstry.com)>; Steve Knowles <[SteveKn@McKinstry.com](mailto:SteveKn@McKinstry.com)>

**Subject:** RE: 1st Renewal Pricing Sought OPR 2023-0026 HVAC Services Waste To Energy

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Good afternoon!

Apologies for the delay in my response.

I have attached our response for the 1<sup>st</sup> year renewal, and below is further transparent information that will justify some cost increases necessary for 2024 if we are to re-structure the agreement with a better understanding of the contract, the facility, and all else associated with what is expected we provide under the terms of the agreement.

The original pricing structure the City had received last year clearly has some pricing errors on our end understanding the box ‘scheduled service’ was to be inclusive of all labor and materials.

I request pulling the material cost from this box, and provide options for the facility to work direct with Filter-Distributor and maintain inventory on site in a coordinated effort with MCK and facility staff to manage.

Pure filtration Products has provided their quote for (1) filter/ belt change. Please note our direct cost is \$1,780, and the filters consist of \$1,025 of that amount.

The material cost per year for filters and belts w/o markup is \$6,905. This would leave a remaining \$5,601 for labor to not only provide the filter and belt changing but also the inspections and coil cleanings as applicable as well. Without

I would request the 'scheduled services' box be amended to be labor only.

If this is acceptable, our numbers for 2024 will simply carry an approx. 4% standard increase.

It will be our intention to provide our services utilizing the 96 man hours, but it will take both entities working together to provide an efficient on-site process. Some of the on-site safety procedures will also add to some variances in actuals used in terms of time.

Please let me know if you have any questions or concerns.

**Filter/Belt Size & Type**

Filters: 2-16x25x2, Belts: 1-AX 43  
 Filters: 2-16x25x2, Belts: 1-AX 40  
 Filters: 2-16x25x2, Belts: 1AX 40  
 Filters: 1-16x25x2, Belts: 0- D/D  
 Filters: 1-16x25x2, Belts: 0- D/D  
 Filters: 1x16x30x1 inside of CEM shack. 1x16x30x2 inside of the unit from outside.  
 Belts: 0- D/D  
 Filters: 3-16x25x4, 2-20x25x4  
 Belts: 2-B41  
 Filters: 3-16x25x4, 2-20x25x4  
 Belts: 2-B41  
 Filters: 4-20x25x2, 1-16x25x2  
 Belts: 2-B34  
 Filters: 6-16x25x2  
 Belts: 2-B35  
 Filters: 3- 20x25x2  
 Belts: 2-B38  
 Filters: 3-20x25x2  
 Belts: 1-B34, 1B-35  
 Filters: 1-16x25x2, 1-20x25x2  
 Belts: 1-B33

Note: not original equipment and current filters are not suitable being 4-16x20x1 filters. Advise a special cut filter of 31.5" tall x 41" wide. Filter will need to hinge at middle of tall dimension allowing bottom of the filter to hinge towards entering air side to allow it clearance to slide up into the location. Coil is dirty due to poor filter fit.  
 Belts: 1-BX46  
 Filters: 1-20x25x2, 1-16x25x2  
 Belts: 1-B35  
 Filters: 1- 20x25x2, 1- 16x25x2, 1- 20x20x2, 1- 20x20x1.  
 Belts: 1- B35

Unit is being replaced and will require updated information. We have provided them recently with a box of filters to change as they like.

Filters: 12- 20x25x2, 36- 16x25x2  
 Belts: Matching 5- B85  
 Filters: 30- 20x25x2  
 Belts: Matching 4- B72  
 Filters: 24- 16x25x2  
 Belts: Matching 3- B87  
 Filters: 24- 16x25x2  
 Belts: Matching 3- B87  
 Filters: 3- 16x20-2  
 Belts: 1- A52  
 Filters: 1-16x20x2, 1-16x20x1,  
 Belts: 0, D/D  
 Filters: 1- 20x20x1,  
 Belts: 0, D/D  
 Filters: 1- 16x20x1,  
 Belts: 0, D/D  
 Filters: 2- 20x25x2  
 Belts: Field Verify

Pure Filtration Products, Inc  
 4008 East Broadway Ave  
 Spokane, WA 99202

**QUOTE**

Date	Quote Number
1/17/2024	24271

**Phone #** 509-315-8460

Name/Address  
 MCKINSTRY CO, LLC  
 P O BOX 24406  
 SEATTLE, WA 98124-0567

Ship To  
 MCKINSTRY CO, LLC

<b>Attention:</b>	<b>WASTE TO ENERGY</b>	<b>Project</b>
<b>Quoted By:</b>	<b>DS</b>	

Description	Qty	U/M	Rate	Total
MARK FOR: WASTE TO ENERGY				
ZLP16252: 16"X25"X2" Z-LINE MERV 10 PLEATED FILTER	103	Ea	5.15	530.45
ZLP16302: 16"X30"X2" Z-LINE CUSTOM FILTER 480 SQ INCHES	1	Ea	13.00	13.00
ZLP16301: 16"X30"X1" Z-LINE MERV 10 PLEATED FILTER	1	Ea	9.23	9.23
ZLP16254: 16"X25"X4" Z-LINE MERV 10 PLEATED FILTER	7	Ea	10.01	70.07
ZLP20252: 20"X25"X2" Z-LINE MERV 10 PLEATED FILTER	55	Ea	5.92	325.60
31.5"X20.5"X1" EXACT CUSTOM CUT 1" Z-LINE MERV 10 PLEATED DOUBLE FILTER 600-699 SQ IN - IN EXCESS OF 30"	2	Ea	19.31	38.62
ZLP20201: 20"X20"X1" Z-LINE MERV 10 PLEATED FILTER	2	Ea	4.64	9.28
ZLP20202: 20"X20"X2" Z-LINE MERV 10 PLEATED FILTER	1	Ea	5.28	5.28
ZLP16202: 16"X20"X2" Z-LINE MERV 10 PLEATED FILTER	4	Ea	4.64	18.56
ZLP16251: 16"X25"X1" Z-LINE MERV 10 PLEATED FILTER	1	Ea	4.85	4.85
<b>BELTS</b>				
AX43-BT: BESTORQ COGGED V-BELT	1	Ea	14.01	14.01
AX40-BT: BESTORQ COGGED V-BELT	2	Ea	13.22	26.44
B41-BT: BESTORQ V-BELT	4	Ea	17.93	71.72
BX34 GOLD RIBBON COG BELT	3	Ea	14.70	44.10
BX35-BT: BESTORQ COGGED V-BELT	5	Ea	14.96	74.80
B38-BT: BESTORQ V-BELT	2	Ea	16.73	33.46
B33-BESTORQ SUPER II V-BELT	1	Ea	14.26	14.26
BX46-BT - BESTORQ COGGED V-BELT	1	Ea	19.51	19.51
B85-BT: BESTORQ V BELT	5	Ea	31.87	159.35
B72-BT: BESTORQ V-BELT	7	Ea	26.55	185.85
B87-BT: BESTORQ V-BELT	3	Ea	33.38	100.14
A52-BT - BESTORQ V-BELT	1	Ea	11.89	11.89
<b>Total</b>			<b>\$1,780.47</b>	

SPOKANE		CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD Spokane, WA 99224-5400 Phone 509 625 6527					
Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call							
Service Contract OPR 2023-0026		Base Year Period			First Option		
		3/1/2023 Through 2/29/2024			3/1/2024 Through 2/28/2025		
Scheduled Service:	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	YEARLY COST for the 12-month		YEARLY COST for the 12-month period to be			
		\$12,506.00		\$ 12,960			
Unscheduled Service:	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	Estimated Quantity More Or Less	Straight Rate		Straight Rate		
		34	\$130	\$4,420	\$135	\$4,420	
Unscheduled Service:	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	Estimated Quantity More Or Less	25%		25%		
					***		
		Straight Time Rate	150	\$130.00	\$19,500.00	\$ 135	\$ 19,500
		Overtime Rate	50	\$195.00	\$9,750.00	\$ 202.5	\$ 10,125
		Emergency Work Rate	16	\$260.00	\$4,160.00	\$ 270	\$ 4,320
		Holiday Rate		\$260.00		\$ 270	
Subtotal			\$50,336.00		\$ 51,371.24		
Applicable Tax			\$4,530.24		\$		
Extended Total			\$54,866.24		\$		
Kiel Hutchinson Account Executive -- Construction (208) 446-4500		Base Year Pricing Per McKinstry bid response to IPWQ 5678-22			NAME:	Kiel Hutchinson	
DocuSign: Paul Steinheiser Phone 206 391 1673 paulst@mckinstry.com					SIGNATURE:		
					DATE:	1/17/2024	

96 Man Hours  
Labor Estimate ONLY  
Filters and Belts to be purchased and billed per terms of agreement (invoice plus 25%)  
Or  
WTE purchases filters and belts direct from supplier and stock necessary inventory items necessary for facility operations. (Direct Savings)



**Kiel Hutchinson**

Account Executive -- Construction  
(208) 446-4500

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www.mckinstry.com

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< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** MCKINSTRY CO., LLC  
**Business name:** MCKINSTRY CO., LLC  
**Entity type:** [Limited Liability Company](#)  
**UBI #:** 602-569-922  
**Business ID:** 001  
**Location ID:** 0002  
**Location:** Active  
**Location address:** 850 E SPOKANE FALLS BLVD  
 SPOKANE WA 99202-2167  
**Mailing address:** PO BOX 24567  
 SEATTLE WA 98124-0567  
**Excise tax and reseller permit status:** [Click here](#)  
**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>	2929			Active	Jan-31-2026	Jan-03-2019
<a href="#">East Wenatchee General Business - Non-Resident</a>				Active	Jan-31-2026	Jun-08-2017
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS1998-00872			Active	Jan-31-2026	Jan-23-1998
<a href="#">Spokane General Business</a>	T11103486BUS			Active	Jan-31-2026	Oct-15-2012

**Governing People** May include governing people not registered with Secretary of State

Governing people	Title
ALLEN, DEAN	
HAGAR, JOSEPH	
PEDERSEN, JAMIE	

**Registered Trade Names**

Registered trade names	Status	First issued
MCKINSTRY	Active	Jan-09-2006
MCKINSTRY CO.	Active	Jan-09-2006
MCKINSTRY ELECTRICAL	Active	Dec-18-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/3/2025 11:21:39 AM



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[New search](#) [Back to results](#)

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**Business ID:** 001

**Location ID:** 0002

**Location:** Active

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MCKICO-01

GKUMAR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/)  
1/31/202



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY 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).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME:	
	PHONE (A/C, No., Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489
INSURED  McKinstry Co. LLC PO Box 24567 Seattle, WA 98124-0567	E-MAIL ADDRESS: now.info@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Travelers Indemnity Company	NAIC # 25658
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### 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 <input checked="" type="checkbox"/> WA Stop Gap	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VTC2K-CO-5643B901-IND-24	1/31/2024	1/31/2025	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
							\$
B	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			VTC2J-CAP-5643B913-TIL-24	1/31/2024	1/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	VTC2K-CO-5643B901-IND-24	1/31/2024	1/31/2025	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> 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)  
 Waste to Energy Facility (WTEF), City of Spokane Solid Waste Disposal are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

<b>CERTIFICATE HOLDER</b>  Waste to Energy Facility (WTEF) City of Spokane Solid Waste Disposal Administrative Office 2900 South Geiger Blvd Spokane, WA 99224	<b>CANCELLATION</b>  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  <i>Bill Bates</i>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether



this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS**

Any person or organization that qualifies as an additional insured under such other endorsement to this Coverage Part, if you agree in a written contract to include such person or organization as an additional insured on this Coverage Part and such written contract:

- a. Specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis; and
- b. Was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed

**PROVISIONS**

The following is added to Paragraph 4.a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of

Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Who Is An Insured – Unnamed Subsidiaries</li> <li>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>C. Incidental Medical Malpractice</li> <li>D. Blanket Waiver Of Subrogation</li> <li>E. Contractual Liability – Railroads</li> <li>F. Damage To Premises Rented To You</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".



**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;



2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS**

#### **LIMITS OF INSURANCE**

<b>Total Aggregate Limit (Other Than Projects and Products-Completed Operations)</b>	<b>\$ 25,000,000</b>
<b>Designated Location Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 4,000,000</b>
<b>Designated Project Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 4,000,000</b>
<b>General Aggregate Limit (Other Than Products-Completed Operations)</b>	<b>\$ 4,000,000</b>

**Designated Projects:**

Each "project" away from premises owned by or rented to you  
 Designated Locations: Each premises owned by or rented to you

**Designated Locations:**

Each premises owned by or rented to you

#### **PROVISIONS**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.</li> <li>2. The following replaces Paragraph 1. of <b>SECTION III – LIMITS OF INSURANCE:</b></li> </ol> | <ol style="list-style-type: none"> <li>1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:           <ol style="list-style-type: none"> <li>a. Insureds;</li> <li>b. Claims made or "suits" brought;</li> </ol> </li> </ol> |
|--|--|



- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Damages under Coverage B; and
- (3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
  - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
  - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

- (2) The Designated Project Aggregate Limit applies separately to each "project".
- (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
- (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
  - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
  - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

- (2) The Designated Location Aggregate Limit applies separately to each "location".
- (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
- (4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage B. Instead, the General Aggregate Limit described in



Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
  - (a) The Total Aggregate Limit; and
  - (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
  - (1) The General Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
    - (b) Damages under Coverage B.
  - (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**
  - 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".
- 5. The following is added to the **DEFINITIONS** Section:

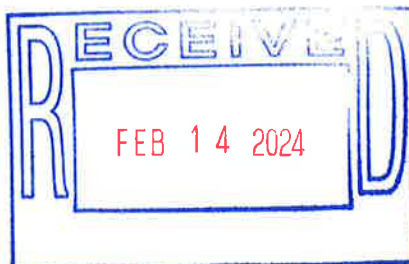
"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

HUB INTERNATIONAL NORTHWEST LLC  
PO BOX 3018  
BOTHELL WA 98041-3018



WASTE TO ENERGY FACILITY (WTEF)  
CITY OF SPOKANE SOLID WASTE DISPOSAL  
ADMINISTRATIVE OFFICE  
2900 S GEIGER BLVD  
SPOKANE WA 99224-5400



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/13/2025
		<b>Clerk's File #</b>	OPR 2022-0168
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	PW ITB 5537-21
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	CR 27122
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> YES	
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR SCAFFOLDING SERVICES		

**Agenda Wording**

Contract renewal 3 of 4 for scaffolding services at the Waste to Energy Facility from 4/1/25-3/31/26 and a total cost not to exceed \$825,000.00 plus tax.

**Summary (Background)**

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., of Spokane Valley, was the only bidder. The initial contract award was for one year, from Apr. 1, 2022 through March 31, 2023, with the option of four (4) additional one-year renewals. This will be the third renewal.



**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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 750,000.00		
Current Year Cost	\$ 825,000.00		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
This is a routine repair and maintenance service that is planned for annually in the Solid Waste Disposal budget.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense	\$ 825,000.00	# 4490-44100-37148-54803-34002	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Jorge Torres, jtorres4@brandsafway.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



**City of Spokane**  
**CONTRACT RENEWAL**  
**3 of 4**  
**Title: SCAFFOLDING SERVICES FOR SCHEDULED**  
**OUTAGES AND EMERGENCY OUTAGES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212 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 Scaffolding Services for Scheduled Outages and Emergency Outages for the City, in accordance with PW ITB 5537-21; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the third of those renewals.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

**1. CONTRACT DOCUMENTS.**

The original Contract, dated March 17, 2022, any previous amendments, renewals and / or extensions / 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 TERM.**

This Contract Renewal shall become effective on April 1, 2025, and shall run through March 31, 2026.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **EIGHT HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$825,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**BRANDSAFWAY SERVICES, LLC.**

**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:**

Certificate of Debarment  
BrandSafway Service, LLC. – 3<sup>rd</sup> year pricing dated December 20, 2024.

U2025-005

**ATTACHMENT  
 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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



CITY OF SPOKANE - Purchasing Center  
 915 N. Nelson Street  
 SPOKANE, WA 99202  
 PHONE 509 625 6527

OPR 2022-0168	Scaffolding Services	Base Period 4/1/2022 Through 3/31/2023	1st Renewal 4/1/2023 Through 3/31/2024	2nd Renewal 4/1/2024 Through 3/31/2025	3rd Renewal 4/1/2025 Through 3/31/2026
Item		Firm, Fixed Price \$3,850.00	Firm, Fixed Price \$4,042.50	Firm, Fixed Price \$4,184.00	Firm, Fixed Price \$4,476.00
<b>Set up/mobilization/demobilization cost</b>					
<b>Hourly rate per Journeyman Scaffolder</b>					
Standard Time		\$81.00	\$84.24	\$87.19	\$93.25
Overtime:		\$106.00	\$139.62	\$114.10	\$121.50
Double Time:		\$134.25	\$139.62	\$144.51	\$151.75
<b>Hourly rate Scaffolder</b>					
Standard Time		\$73.25	\$76.18	\$78.85	\$83.50
Overtime:		\$97.75	\$101.66	\$105.22	\$111.75
Double Time:		\$126.00	\$131.04	\$135.63	\$142.25
<b>Stand by time cost (if any)</b>		N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time
<b>Other cost (please explain)</b>		\$66 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$90.00 per day per man per diem, hotel cost plus 5% for traveler only *if applicable
<b>BrandSafway Services, LLC</b> 1523 Hillsboro Ave Pasco, WA 99301 Jordan Rada <a href="mailto:JRada@brandsafway.com">JRada@brandsafway.com</a> Ryan Ricard <a href="mailto:rtricard@brandsafway.com">rtricard@brandsafway.com</a> Vaughn Brown <a href="mailto:vbrown@brandsafway.com">vbrown@brandsafway.com</a> <b>509542 1675</b>		<b>Base Pricing was per BrandSafway Services response to PW ITB 5537-21</b>		<b>NAME</b>  <b>SIGNATURE</b> 	Jorge Torres   12-20-24



STATE OF WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

BRANDSAFWAY SERVICES LLC  
SAFWAY SERVICES, LLC  
6206 E TRENT AVE STE A BLDG 3  
SPOKANE VALLEY WA 99212-5013

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

Issue Date: Aug 30, 2024

Unified Business ID #: 601577044

Business ID #: 001

Location: 0005

Expires: Nov 30, 2025

**CITY/COUNTY ENDORSEMENTS:**

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601577044 001 0005

Expires: Nov 30, 2025

BRANDSAFWAY SERVICES LLC  
SAFWAY SERVICES, LLC  
6206 E TRENT AVE STE A BLDG 3  
SPOKANE VALLEY WA 99212-5013

UNEMPLOYMENT INSURANCE -  
ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT (EXPIRES 2/28/2025)  
- ACTIVE



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2025

DATE (MM/DD/YYYY)

9/26/2024

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).

PRODUCER Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1513343 BrandSafway Services, LLC  
6206 E. Trent Avenue  
Building 3, Suite A  
Spokane Valley WA 99212

**COVERAGES** CERTIFICATE NUMBER: 18882712 REVISION NUMBER: XXXXXXXX

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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	HDO G47347403	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H10755803	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WLR C50724438 (AOS)	9/30/2024	9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	<input checked="" type="checkbox"/> N/A	N/A		SCF C50724347 (WI)	9/30/2024	9/30/2025	E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess General Liability (Follows form above)	Y	N	XSL G47347579 XSL G47347518	9/30/2024 9/30/2024	9/30/2025 9/30/2025	Per Occ/ Agg: \$4,000,000 Excess of: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*\* See attached for Professional and Contractors Pollution Liability Policies \*\* 850; RFB #4235-16, Solid Waste Disposal, 2900 S Geiger Blvd Spokane, WA 99224, PW ITB 5537-21 Job Start Date: 06/01/2016. See Attached.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

18882712  
City of Spokane  
808 W Spokane Falls Blvd.  
Spokane WA 99201 USA

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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City of Spokane, WA is included as Additional Insured under the General Liability policy with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss. Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation. Statutory coverage for all states other than the Monopolistic states is also included.

**Contractors Pollution Liability and Professional Liability**

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc NAIC#: 19489

POLICY NUMBER: 0308-6221 EFF DATE: 09/30/2024 EXP DATE: 09/30/2025

Contractor's Professional: \$15,000,000 Each / \$15,000,000 Agg

Contractor's Pollution: \$25,000,000 Each / \$25,000,000 Agg

Policy Aggregate: \$25,000,000

**ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION AND COMPLETED OPERATIONS - CS2020 05 04**

Named Insured Brand Industrial Services, Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number HDO G47347403	Policy Period 9/30/2024 TO 9/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Any person or organization for whom you have agreed to include as an additional insured under a written contract, written agreement or written permit — provided such contract, agreement or permit was executed prior to the loss.

A. Section II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule above whom you are required to include as an additional insured on this policy, under a written contract, agreement or permit (Written Contract) but the Written Contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to loss.

B. The following additional provisions shall apply to the additional insured:

1. That person or organization is only an additional insured if held vicariously liable for "bodily injury", "property damage", or "personal and advertising injury" as the sole result of your negligence, specifically caused by "your work" for the additional insured which is the subject of the Written Contract. No coverage applies to liability resulting from the negligence of the additional insured.
2. Should a "suit" against the additional insured allege liability arising out of the negligence of both the additional insured and you the additional insured shall not be entitled to a defense under this policy, but the additional insured shall be entitled to reimbursement under this policy for monetary damages that the additional insured is legally obligated to pay in satisfaction of a judgment in the percentage that the jury or other fact finder assesses against the additional insured under a theory of vicarious liability as recorded on a special verdict form submitted to the applicable fact finder.
3. The Limits of Insurance applicable to the additional insured are the minimum limits required by the Written Contract or those shown in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
4. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the Written Contract.

**ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION  
AND COMPLETED OPERATIONS - CS2020 05 04**

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineers, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, show drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
  6. The insurance afforded to the additional insured described above only applies to the extent permitted by law.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
1. The following is added to Duties In The Event of Occurrence, Offense, Claim or Suit:
    - a. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an "occurrence" or an offense to us which may result in a claim or "suit" under this insurance:
      - (2) Unless the Written Contract requires this Coverage Part to be primary or primary noncontributory, tender the defense and indemnity of any claim or "suit" to any other Insurer which also has insurance for a loss we cover under this Coverage Part; and
      - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
    - b. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		<b>Date Rec'd</b>	1/10/2025
		<b>Clerk's File #</b>	OPR 2023-1103
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	STATE CONTRACT
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	CR 27120
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG		
<b>Agenda Item Type</b>	Contract Item		
<b>Council Sponsor(s)</b>	KKLITZKE		
<b>Sponsoring at Administrators Request</b>	NO		
<b>Lease?</b> NO	<b>Grant Related?</b> NO	<b>Public Works?</b> NO	
<b>Agenda Item Name</b>	4490 CONTRACT AMENDMENT FOR MINI-EXCAVATOR RENTAL		

**Agenda Wording**

Contract amendment with United Rentals (Spokane Valley, WA) for the rental of a mini-excavator for use at the Waste to Energy Facility from 11/30/24-12/31/24. An additional cost of \$6,000.00 (\$56,000.00 total) and extension of one month is needed.

**Summary (Background)**

In November of 2023, the mini-excavator utilized at the Waste to Energy Facility was non-operational and in need of extensive repairs. A new unit was purchased, but due to lengthy lead times, a rental unit was needed until it arrived. Utilizing State Contract 02915 pricing, a mini-excavator was rented from United Rentals from 11/1/2023-12/31/2023 and a cost not to exceed \$10,000.00. However, procurement took much longer than expected, so the contract was extended through 11/30/24 and an additional \$40,000.00 added. The new mini-excavator was finally delivered and the rental unit called off towards the end of December. The rental contract with United Rentals needs extended to 12/31/2024 and an additional amount of \$6,000.00 is needed to pay for the extension of the rental. The additional funds needed put the total amount of the contract up to \$56,000.00 so Council approval is now needed.

**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?**

not applicable

**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**

not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$ 56,000.00		
Current Year Cost	\$ \$50,000.00		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
This is a one-time operating rental services expense that was required due to long lead times for procurement of replacement equipment.			
<b>Amount</b>			
<b>Budget Account</b>			
Expense \$ 6,000.00	# 4490-44100-37148-54501		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
<b>Funding Source</b> Recurring			
<b>Funding Source Type</b> Program Revenue			
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>	One-Time		
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>			
<b>Additional Approvals</b>			
<b>Dept Head</b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b>Division Director</b>	FEIST, MARLENE		
<b>Accounting Manager</b>	ALBIN-MOORE, ANGELA		
<b>Legal</b>	HARRINGTON,		
<b>For the Mayor</b>	PICCOLO, MIKE		
<b>Distribution List</b>			
ddykema@ur.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



**City of Spokane**  
**CONTRACT AMENDMENT and  
EXTENSION**  
Title: **MINI EXCAVATOR RENTAL**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **United Rentals (North America) Inc.**, whose address is 204 South Francher Road, Spokane Valley, Washington 99212-0753, as ("**Company**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide a Rental of a Mini Excavator with a 36" Backhoe Bucket, for use at the Waste to Energy Facility per Reservation 226066143, Utilizing State Contract #02915 Pricing; and*

*WHEREAS, additional time was required for the rental, which requires additional funds to be added to the contract, thus the original Contract needs to be formally Amended and Extended by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 20, 2023, 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 / Extension shall become effective on November 1, 2023 and shall end December 31, 2024.

**3. AMENDMENT.**

The original Contract is revised to include the following:

**An additional month rental was required to complete the work; therefore, additional funds need to be added to this contract.**

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment and Extension, 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 / Extension by having legally-binding representatives affix their signatures below.

**UNITED RENTALS (NORTH AMERICA) 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 that are part of this Agreement:**

N/A

U2025-007



< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

**Entity name:** UNITED RENTALS (NORTH AMERICA), INC.

**Business name:** UNITED RENTALS (NORTH AMERICA), INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-205-066

**Business ID:** 001

**Location ID:** 0004

**Location:** Active

**Location address:** 2617 N DARTMOUTH LN  
SPOKANE VALLEY WA 99206-4277

**Mailing address:** 140 GRAND ST  
STE 300  
WHITE PLAINS NY 10601-4840

**Excise tax and reseller permit status:** [Click here](#)

**Secretary of State status:** [Click here](#)

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business - Non-Resident</a>	T12111487BUS			Active	May-31-2025	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				Active	May-31-2025	Aug-03-2012

**Governing People** May include governing people not registered with Secretary of State

Governing people	Title
COLLINS, SYBIL F.	
FLANNERY, MATTHEW J.	
GRACE, WILLIAM TED	
GROSS, JOLI LYN	
PINTOFF, CRAIG A.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/19/2024 11:40:51 AM



How are we doing?  
**Take our survey!**

Don't see what you expected?  
**Check if your browser is supported**





< Business Lookup

**License Information:**

[New search](#) [Back to results](#)

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**Business name:** UNITED RENTALS (NORTH AMERICA), INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-205-066

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/27/2024

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> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Fireman's Fund Indemnity Corp		11380
	INSURER E: Zurich American Ins Co		16535
	INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570108585797</b>	<b>REVISION NUMBER:</b>
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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. **Limits shown are as requested**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SIR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSLG48927026 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H11347745	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			US200099324 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> <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	WLR72605226 AOS WLR72605263 AZ CA MA	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess Workers Compensation			WCUC72605305 WA SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ADDITIONAL INFORMATION ATTACHED.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Spokane Attn: Michelle Dorgan 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 

Holder Identifier : D

Certificate No : 570108585797





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570108585797			
CARRIER See Certificate Number: 570108585797	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC72605342 WI	10/01/2024	10/01/2025		
	OTHER							
E	Miscellaneous Liability Coverages			NSL113828202 TX Non-Subscriber SIR applies per policy terms & conditions	10/01/2024	10/01/2025	CSL/TOT/IND/ OCC	\$5,000,000



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570108585797		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570108585797	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

CERTIFICATE CONTINUATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS CONT.

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE EMPLOYERS LIABILITY POLICY FOR KENTUCKY, MISSOURI, NEW HAMPSHIRE, & NEW JERSEY. GENERAL LIABILITY AND AUTO LIABILITY EVIDENCED HEREIN IS PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE AVAILABLE TO AN ADDITIONAL INSURED, BUT ONLY IN ACCORDANCE WITH THE POLICY'S PROVISIONS.

CONTRACTUAL LIABILITY, BROAD FORM PROPERTY DAMAGE COVERAGE, INDEPENDENT CONTRACTORS COVERAGE IS PROVIDED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE GENERAL LIABILITY POLICY.

THERE IS NO SPECIFIC "XCU" EXCLUSIONS AND COVERAGE IN ACCORDANCE WITH POLICY'S GENERAL LIABILITY TERMS AND CONDITIONS.

GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENT FORMS IN ACCORDANCE WITH THE POLICY PROVISIONS:

- ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT
- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

ALL OTHER STATES (AOS) INCLUDES: ITEM 3 A . WORKERS' COMPENSATION INSURANCE:  
PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE: AK, AL, AR, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WV.





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570108585797		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570108585797	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

CERTIFICATE CONTINUATION

SHOULD THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AOS WORKERS COMPENSATION/EMPLOYERS LIABILITY, AND/OR ARIZONA, CALIFORNIA, MASSACHUSETTS WORKERS COMPENSATION/EMPLOYERS LIABILITY POLICY(IES) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY.

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC  
STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

Named Insured United Rentals Inc.			Endorsement Number 6
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**Excess Commercial General Liability Policy**

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

---

Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

Named Insured United Rentals Inc.			Endorsement Number 9
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any party, not otherwise specifically named on an Additional Insured endorsement, with whom the Named Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the Director of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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 And Retained Limit:**

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

Named Insured United Rentals Inc.			Endorsement Number 8
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any party, not otherwise specifically named on an Additional Insured endorsement, with whom the Named Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the Director of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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 And Retained Limit:**

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 shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Authorized Representative

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured United Rentals Inc.			Endorsement Number 3
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**Schedule**

Organization

Additional Insured Endorsement

All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

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Authorized Representative

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Named Insured United Rentals Inc.			Endorsement Number 1
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 to 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Person or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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 policy. 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.

All Other Terms And Conditions Remain Unchanged.

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Authorized Representative

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured United Rentals Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H11347745	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any organization whom you have agreed, via writing from your Director of Risk Management, or under written contract, to include as an additional insured provided such written agreement or contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

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Authorized Representative



**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured United Rentals Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H11347745	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

**Schedule**

Organization

Additional Insured Endorsement

All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title

DA-9U74C

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

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Authorized Representative

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured United Rentals Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H11347745	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

#### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNITED RENTALS, INC. 100 FIRST STAMFORD PLACE SUITE 700 STAMFORD CT 06902	Endorsement Number
	Policy Number Symbol: WLR    Number: C72605226
Policy Period 10-01-2024 <b>TO</b> 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**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 any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



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Authorized Agent

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNITED RENTALS, INC. 100 FIRST STAMFORD PLACE SUITE 700 STAMFORD CT 06902	Endorsement Number
	Policy Number Symbol: WLR Number: C72605263
Policy Period 10-01-2024 <b>TO</b> 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**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 any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

**G. Omnibus Reconciliation Act - Government Access Clause**

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 U.S.C. Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

**H. Other Insurance**

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

**I. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

**J. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

**K. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

**L. Unintentional Errors and Omissions**

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNITED RENTALS, INC. 100 FIRST STAMFORD PLACE SUITE 700 STAMFORD CT 06902	Endorsement Number
	Policy Number Symbol: SCF    Number: C72605342
Policy Period 10-01-2024 <b>TO</b> 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**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 any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



# Blanket Waiver of Subrogation Endorsement

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the Zurich Employer Work Injury Liability Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy:

I. Section VIII. Conditions is modified as follows:

A. Paragraph F. Subrogation Recovery from Others is replaced with:

We waive any right of recovery we may have against the person or organization because of payments we make for **Accidental Bodily Injury, Occupational Disease** or **Cumulative Trauma** arising out of **Your Work** done under a written contract with that person or organization.

Effective Date: 10/01/2024 Attached to and forming a part of Policy No. NSL1138282-02

## NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured United Rentals Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G48927026	Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.



All other terms and conditions of the Policy remain unchanged.

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Authorized Representative



## NOTICE TO POLICYHOLDERS

### NOTICE TO OTHERS – SCHEDULE NOTICE BY INSURED'S REPRESENTATIVE

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice of cancellation, as provided by your representative, is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. The provisions of this notice do not apply in the event that you cancel the Policy.

**Workers' Compensation and Employers' Liability Policy**

Named Insured UNITED RENTALS, INC. 100 FIRST STAMFORD PLACE SUITE 700 STAMFORD CT 06902	Endorsement Number
	Policy Number Symbol: WLR Number: C72605226
Policy Period 10-01-2024 <b>TO</b> 10-01-2025	Effective Date of Endorsement 10-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED’S REPRESENTATIVE**

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the “Schedule”) by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative