

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



## AGENDA FOR 12:00 P.M. MONDAY, MARCH 17, 2025

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM March 17, 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 #2494 546 4105; meeting password 0320.

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

## **AGENDA**

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

### **II. Discussion Items**

1. 5200 - AQUIFER PROTECTION AREA - MARLENE FEIST (15 minutes)
2. 4100 FIRE PROTECTION WATER AVAILABILITY - LOREN SEARL (15 minutes)
3. 4250-GRANT OPPORTUNITIES–LOCAL BRIDGE, NATIONAL HWY SYSTEM ASSET MANAGEMENT - KEVIN PICANCO (10 minutes)
4. ORDINANCE AMENDING DESIGNATED TRUCK ROUTES - ADAM MCDANIEL (5 minutes)
5. 4250 - CONSULTANT CONTRACT FOR KPFF CONSULTING ENGINEERS FOR THORPE TUNNELS - KEVIN PICANCO ( 5 minutes)
6. 0650 CLIMATE PLANNING PROJECT UPDATE - MAREN MURPHY (20 minutes)
7. BOARD AND COMMITTEE UPDATES - ROUND TABLE (10 Minutes)

### **III. Consent Items**

1. 4500 & 4490 MULTI-YEAR AGREEMENT WITH SENSKE SERVICES (SOLID WASTE COLLECTION)
2. 4250 - TRAFFIC DATA COLLECTION ON-CALL SERVICES (INTEGRATED CAPITAL MANAGEMENT)
3. 4250 – HILL N DALE PARK STORMWATER TREATMENT FACILITY GRANT (INTEGRATED CAPITAL MANAGEMENT)
4. 4490 CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT (SOLID WASTE DISPOSAL)
5. 4490 CONTRACT AWARD FOR COMPRESSOR MAINTENANCE (SOLID WASTE DISPOSAL)
6. 1100 - ICE KICKER PURCHASE AMENDMENT (STREETS)
7. 4490 SEMI TRUCK LEASE EXTENSION (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 regular date and time of **12:00 PM. April 21, 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:** 03/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/12/2025

**Clerk's File #**

RES 2025-0023

**Cross Ref #****Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

PUBLIC WORKS

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

MARLENE FEIST 509-625-6505

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

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

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

5200 - AQUIFER PROTECTION AREA

**Agenda Wording**

Resolution related to the Spokane County Aquifer Protection Area (APA) and placing the APA reauthorization before city voters.

**Summary (Background)**

Spokane County is planning to ask voters to reauthorize its Aquifer Protection Area (APA) in 2025 for another 20 years. The APA includes a per-parcel fee charged on residents' property tax bill for aquifer protection activities. The Spokane area has had an APA since 1984. The City participated in the APA from 1984-2004. The City did not join in the APA in the reauthorization between 2005 and today. The City has an opportunity to rejoin the APA as the County seeks reauthorization. Aquifer Protection Areas are authorized by RCW 36.36 and approved by a public vote. They provide on-going financial support for a variety of aquifer protection activities, including planning related to protection and preservation of subterranean water, construction of drinking water, stormwater, and wastewater facilities to improve water quality, monitoring and enforcement of standards for protecting groundwater, and public education. The Spokane Valley Rathdrum Prairie Aquifer (SVRP) has been designated as a sole source aquifer since 1978, and today it provides drinking water to more than a half million people, including the residents and businesses within the City of Spokane.

**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. As a purveyor of drinking water, we remain committed to protecting the aquifer, which protects all City 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?**

Reporting on use of APA funds both at the City and then generally as a community would be done, if voters approve joining the area.

**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?**

Participating in the Aquifer Protection Area would be consistent with the Water Resources chapter of the Sustainability Action Plan, which includes multiple goals around protecting the Spokane River and Aquifer. It would be consistent with goals in the City's Comprehensive Plan and Water System Plan that encourage protection and stewardship of the Aquifer.

**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>Dept Head</b>	MILLER, KATHERINE E
<b>Division Director</b>	MILLER, KATHERINE E
<b>Accounting Manager</b>	ZOLLINGER, NICHOLAS
<b>Legal</b>	SCHOEDEL, ELIZABETH
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
	mmarroquin@spokanecity.org
mfeist@spokanecity.org	eschoedel@spokanecity.org

RESOLUTION NO. 2025-0023

RELATED TO THE SPOKANE COUNTY AQUIFER PROTECTION AREA (APA)  
and PLACING THE APA REAUTHORIZATION BEFORE CITY VOTERS

WHEREAS, the Spokane area is served by the Spokane Valley-Rathdrum Prairie Aquifer (SVRP), which was designated a sole-source aquifer in 1978 and today provides drinking water for more than 500,000 people in the region, including the residents and businesses within the City of Spokane; and

WHEREAS, protection of the SVRP is critically important to the City because it operates the largest drinking water utility in the region, delivering up to 150 million gallons of water in a day; and

WHEREAS, the Water Resources chapter of the Spokane Sustainability Action Plan includes multiple goals around protecting the Spokane River and SVRP; and

WHEREAS, Spokane's Comprehensive Plan and Water System Plan also prioritize protection and stewardship of the SVRP; and

WHEREAS, mitigating the impact of climate change will require additional monitoring and protection of the SVRP as recent studies show that aquifer levels will go down and other changes are expected in the future; and

WHEREAS, Washington state law, in RCW 36.36, allows for the creation of Aquifer Protection Areas (APAs) to finance the "protection, preservation, and rehabilitation of subterranean water"; and

WHEREAS, Spokane County has had an Aquifer Protection Area since 1984 and is planning to ask voters in 2025 to reauthorize its APA for another 20 years; and

WHEREAS, under the County's APA, residents and businesses included in the APA pay a small annual fee included on their property tax bills to pay for a variety of activities to protect groundwater, including planning, monitoring, enforcement, education, and construction of stormwater, wastewater, and drinking water facilities to improve or maintain water quality; and

WHEREAS, Spokane County has used funds generated by its APA to remove septic systems over the aquifer, provide long-term monitoring of water quality indicators like nitrates and chloride, educate the community about water quality and protection, and participate in joint regional planning; and

WHEREAS, the cities of Liberty Lake and Spokane Valley are also part of the County APA; and

WHEREAS, the City of Spokane was part of the APA from 1984 to 2004 and now has an opportunity to rejoin the APA; and

WHEREAS, the City could use this funding to invest in infrastructure to address pollutants of concern such as PFAS, control stormwater, deliver projects that would mitigate the impacts of climate change on the aquifer, and provide public education related to the aquifer and best management practices to protect it; and

WHEREAS, the City's Climate Resilience & Sustainability Board on March 13, 2025, recommended the Council work to rejoin the APA by asking voters to support the reauthorization of the APA; and

WHEREAS, Mayor Lisa Brown also supports efforts to place the APA reauthorization before voters.

NOW, THEREFORE - - be it resolved by the City Council of the City of Spokane:

1. That the area within the City of Spokane municipal boundaries be included in the Spokane County Aquifer Protection Area reauthorization proposal;
2. That the APA proposal can be placed before City of Spokane voter for approval under RCW 356.36.020.
3. That staff bring forward an Interlocal Agreement (ILA) with Spokane County to outline the operational aspects of the APA.

ADOPTED by the Spokane City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Approved as to form:

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



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/13/2025

**Clerk's File #****Cross Ref #****Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

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

LOREN SEARL 509-625-7821

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

LSEARL@SPOKANECITY.ORG

**Agenda Item Type**

Report Item

**Council Sponsor(s)**

KKLITZKE BWILKERSON JBINGLE

**Sponsoring at Administrators Request**

NO

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

4100 FIRE PROTECTION WATER AVAILABILITY

**Agenda Wording**

Informational Presentation on Fire Protection Water Availability

**Summary (Background)**

This presentation is a look at the recent experiences from the Palisades fire and how the City of Spokane's system is working to improve the radiality of our system for wildland fires. As well as the practices to help reduce the chance of wildland fires reaching the magnitude that was recently seen.

**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**

<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>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>	
nrussell@spokanecity.org	rrpenaluna@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	3-17-25
<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>	Klitzke
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 15 min
<b>Agenda Item Name</b>	4100 Fire Protection Water Availability
<b>Proposed Council Action</b>	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
<b>Summary (Background)</b>	<p><u>AGENDA WORDING</u></p> <p>Informational Presentation on Fire Protection Water Availability</p> <p><u>SUMMARY</u></p> <p>This presentation is a look at the recent experiences from the Palisades fire and how the City of Spokane’s system is working to improve the radiality of our system for wildland fires. As well as the practices to help reduce the chance of wildland fires reaching the magnitude that was recently seen.</p>
<p><b>Fiscal Impact</b></p> <p><b>Approved in current year budget?</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <a href="#">Click or tap here to enter text.</a></p> <p>Current year cost:</p> <p>Subsequent year(s) NA</p> <p><b>Narrative:</b> Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p><b>Funding Source</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? <a href="#">Click or tap here to enter text.</a></p> <p><b>Expense Occurrence</b>    <input type="checkbox"/> One-time    <input type="checkbox"/> Recurring    <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impacts (If N/A, please give a brief description as to why)</b></p> <ul style="list-style-type: none"> <li>What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain</li> </ul>	

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.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

3/12/2025

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

INTEGRATED CAPITAL

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

KEVIN PICANCO 509.625.6088

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

KPICANCO@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**

4250-GRANT OPPORTUNITIES–LOCAL BRIDGE, NATIONAL HWY SYSTEM ASSET

**Agenda Wording**

Transportation Grant Opportunities: WSDOT Local Bridge Program (Fed-aid), WSDOT National Highway System Asset Management (Fed-aid, pavement preservation).

**Summary (Background)**

The Washington Department of Transportation (WSDOT) periodically issues a call for the projects for various transportation grant programs; the Local Bridge and NHS Asset Management calls typically occur every two years. Both programs are federally funded through FHWA and administered by WSDOT. The Local Bridge call for projects was recently released with applications due April 25th. The Local Bridge program funds bridge preventative maintenance and preservation, rehabilitation or replacement on vehicular bridges. The NHS Asset Management call for projects was recently released with a deadline of April 11th. The NHS Asset Management program funds roadway pavement preservation such as grind & overlays or chip seals. A list of projects under consideration will be presented at committee.

**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?**

N/A

**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?**

N/A

**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>	
N/A	
<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:** 03/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

3/12/2025

**Clerk's File #**

ORD C36659

**Cross Ref #****Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

MAYOR

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

ADAM 6779

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

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

KKLITZKE

**Sponsoring at Administrators Request**

NO

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

ORDINANCE AMENDING DESIGNATED TRUCK ROUTES

**Agenda Wording**

An ordinance relating to designated truck routes; amending Section 12.08.020 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance is a clean-up of our designated truck routes. It was last updated in 1995. It adds and removes the following:

- Changes Fort George Wright to Whistalks Way
- Changes SR (state route) to U.S. or I (interstate)
- Adds:
  - Deer Heights Road from 12th Avenue to 21st Avenue
  - Electric Avenue and 53rd Avenue from Hayford Road to Geiger Blvd
  - Flint Road from city limits to Airport Drive
  - Hayford Road from Electric Avenue to McFarlane Road
  - Martin Luther King Jr. Blvd from Division to Trent
  - U.S. 2 from Deer Heights Road to I-90
  - US 395 from city limits to Wellesley
  - 21st Avenue from west city limits to Technology Blvd.
- Changes:
  - Trent Avenue from Division to east city limits to "Trent Avenue from Hamilton to east city limits"
- Removes areas of Haven/Market that parallel US 395

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

N/A

**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?**

N/A

**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?**

N/A

**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>	amcdaniel@spokanecity.org

ORDINANCE NO. C36659

An ordinance relating to designated truck routes; amending Section 12.08.020 of the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That Section 12.08.020 of Chapter 12.08 of the Spokane Municipal Code is amended to read as follows:

**Section 12.08.020 Truck Routes Designated**

The driver of every:

- A. truck carrying an over-legal load under a state or county permit, and
- B. truck and trailer or truck and semitrailer combination used in intercity or interstate hauling must operate over any of the following streets exclusively while in the ((City)) city and must take the most direct route between such truck routes and destination points:
  - ~~1. Altamont Street between Mallon Avenue and Desmet Avenue.~~
  - ~~2. Ash Street via the Maple Street Bridge; Maple Street, Walnut Place, Cedar Street, and High Drive between Francis Avenue and 29th Avenue, southbound.~~
  - ~~3. Assembly Street between the junction of Nine Mile Road and Francis Avenue and Northwest Boulevard.~~
  - ~~4. Bernard Street northbound from First Avenue eastbound to Sprague Avenue.~~
  - ~~5. Boone Avenue between Regal Street and Greene Street.~~
  - ~~6. Broadway Avenue via Springfield Avenue between Freya Street and the east City limits.~~
  - ~~7. Browne Street between Spokane Falls Boulevard and SR-90, southbound.~~
  - ~~8. Buckeye Avenue via North Foothills Drive and Euclid Avenue between Washington Street and Market Street.~~
  - ~~9. Cedar Street via High Drive between Walnut Place and 29th Avenue.~~
  - ~~10. Crestline Street between Trent Avenue and Mallon Avenue.~~

- ~~11. Desmet Avenue between Altamont Street and Nelson Street.~~
- ~~12. Division Street (SR-2, SR-195, and SR-395) between the north City limits and SR-90.~~
- ~~13. Euclid Avenue via Buckeye Avenue and North Foothills Drive between Washington Street and Market Street.~~
- ~~14. Fort George Wright Drive between Government Way and T.J. Meenach Drive.~~
- ~~15. Francis Avenue from the junction of Nine Mile Road and Assembly Street to the east City limits.~~
- ~~16. Freya Street and Freya Way via Greene Street and Market Street (and Haven Street southbound) between Thor Place and the north City limits; and via Thor Place, Thor Street, Ray Place, and Ray Street between Greene Street and 29th Avenue; and between Wellesley Avenue and Francis Avenue.~~
- ~~17. Government Way between Fort George Wright Drive and Sunset Boulevard within the City limits.~~
- ~~18. Grand Boulevard via McClellan Street and 8th Avenue from High Drive to Washington Street, northbound; and via 9th Avenue from Stevens Street to High Drive, southbound.~~
- ~~19. Greene Street via Market Street (and Haven Street southbound) between Freya Way and the north City limits; and via Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Market Street and 29th Avenue; and via Ralph Street between Boone Avenue and Trent Avenue; and from Mission Avenue to Boone Avenue, southbound.~~
- ~~20. Hatch Road from the junction of 44th Avenue and Scott Street to 57th Avenue.~~
- ~~21. Haven Street (coupled with Market Street) from Columbia Avenue to Lacrosse Avenue, southbound.~~
- ~~22. High Drive via Cedar Street, Walnut Place, Walnut Street, and Maple Street between the north City limits and 29th Avenue; and between Grand Boulevard and the junction of Scott Street and 43rd Avenue.~~
- ~~23. Indian Trail Road between the north City limits and Francis Avenue.~~
- ~~24. The James E. Keefe Bridge between SR-90 and Trent Avenue.~~
- ~~25. Lincoln Road between Division Street and the east City limits.~~

- ~~26. Lincoln Street (via Main Avenue) between SR-90 and the Monroe Street Bridge, northbound.~~
- ~~27. Main Avenue from Lincoln Street northbound to the Monroe Street Bridge.~~
- ~~28. Mallon Avenue between Crestline Street and Stone Street.~~
- ~~29. Maple Street between the Maple Street Bridge and Francis Avenue, northbound; and between the Maple Street Bridge and Walnut Place, southbound.~~
- ~~30. Market Street (and Haven Street southbound) via Greene Street, Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between the north City limits and 29th Avenue.~~
- ~~31. Maxwell Avenue via Mission Avenue, and Trent Avenue and Trent Road between Ash Street and the east City limits.~~
- ~~32. McClellan Street northbound via 8th Avenue from Grand Boulevard to Washington Street.~~
- ~~33. T.J. Meenach Drive and Bridge between Fort George Wright Drive and Northwest Boulevard.~~
- ~~34. Mission Avenue via Trent Avenue and Trent Road from Maxwell Avenue to the east City limits; and via Maxwell Avenue from Ash Street to Trent Avenue.~~
- ~~35. Monroe Street between the north City limits and the Monroe Street Bridge; and between the Monroe Street Bridge and SR-90, southbound (coupled with Lincoln Street and Main Avenue northbound).~~
- ~~36. Nelson Street via Regal Street between Trent Avenue and Mission Avenue.~~
- ~~37. The Newport Highway (SR-2 and SR-195) between Division Street and the north City limits.~~
- ~~38. Nine Mile Road between the north City limits and the junction of Assembly Street and Francis Avenue.~~
- ~~39. North Foothills Drive via Euclid Avenue from Buckeye Avenue to Market Street; and via Buckeye Avenue from Washington Street to Euclid Avenue.~~
- ~~40. Northwest Boulevard between Assembly Street and Monroe Street.~~
- ~~41. The Palouse Highway between Regal Street and the south City limits.~~
- ~~42. Ralph Street via Greene Street between Boone Avenue and Trent Avenue.~~
- ~~43. Ray Street and Ray Place between Thor Street and 29th Avenue; and via Thor Street, Thor Place, Freya Street, Freya Way, Greene Street, and~~

~~Market Street (and Haven Street southbound) between the north City limits and 29th Avenue.~~

- ~~44. Regal Street between 29th Avenue and the Palouse Highway; and via Nelson Street from Trent Avenue to Mission Avenue.~~
- ~~45. Scott Street between 43rd Avenue and Hatch Road.~~
- ~~46. Spokane Falls Boulevard between Division Street and Browne Street, westbound.~~
- ~~47. Sprague Avenue between Bernard Street and the east City limits and between Bernard Street and Maple Street, westbound.~~
- ~~48. Springfield Avenue via Broadway Avenue between Freya Street and the east City limits.~~
- ~~49. SR-90 between the west City limits and the east City limits.~~
- ~~50. SR-195 between SR-90 and the south City limits.~~
- ~~51. Stevens Street via 9th Avenue between the Washington Street Bridge and Grand Boulevard, southbound.~~
- ~~52. Sunset Boulevard via Second Avenue from Maple Street to the west City limits westbound; and via Third Avenue from the west City limits to Maple Street eastbound.~~
- ~~53. Thor Place and Thor Street via Ray Place, and Ray Street between Freya Street and 29th Avenue; and via Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street southbound) between the north City limits and Ray Place.~~
- ~~54. Trent Avenue and Trent Road between Division Street and the east City limits.~~
- ~~55. Walnut Place and Walnut Street between the Maple Street Bridge and Cedar Street.~~
- ~~56. Washington Street via McClellan Street and 8th Avenue from Grand Boulevard to the Washington Street Bridge, northbound; and between the Washington Street Bridge and Buckeye Avenue.~~
- ~~57. Wellesley Avenue between Assembly Street and Havana Street.~~
- ~~58. First Avenue via Bernard Street from Maple Street to Sprague Avenue, eastbound.~~
- ~~59. Second Avenue between Freya Street and Sunset Boulevard, westbound.~~

- ~~60. Third Avenue between Sunset Boulevard and the east City limits, eastbound.~~
- ~~61. Eighth Avenue westbound via McClellan Street from Grand Boulevard to Washington Street, northbound.~~
- ~~62. Ninth Avenue eastbound between Stevens Street and Grand Boulevard, southbound.~~
- ~~63. 29th Avenue between High Drive and the east City limits.~~
- ~~64. 43rd Avenue between High Drive and Scott Street.~~
- ~~65. 57th Avenue between Hatch Road and the east City limits.~~

<b>Street</b>	<b>Direction</b>
21 <sup>st</sup> Avenue	from west City limits to Technology Boulevard
29th Avenue	between High Drive and the east City limits
43rd Avenue	between High Drive and Scott Street
57th Avenue	between Hatch Road and the east City limits
Altamont Street	between Mallon Avenue and Desmet Avenue
Ash Street	via the Maple Street Bridge; Maple Street, Walnut Place, Cedar Street, and High Drive between Francis Avenue and 29th Avenue, southbound
Assembly Street	between the junction of Nine Mile Road and Francis Avenue and Northwest Boulevard
Bernard Street	northbound from First Avenue eastbound to Sprague Avenue
Boone Avenue	between Regal Street and Greene Street
Broadway Avenue	via Springfield Avenue between Freya Street and the east City limits
Browne Street	between Spokane Falls Boulevard and I-90, southbound
Buckeye Avenue	via North Foothills Drive and Euclid Avenue between Washington Street and Market Street
Cedar Street	via High Drive between Walnut Place and 29th Avenue
Crestline Street	between Trent Avenue and Mallon Avenue
Deer Heights Road	from 12 <sup>th</sup> Avenue to 21 <sup>st</sup> Avenue



Desmet Avenue	between Altamont Street and Nelson Street
Division Street (U.S. 2, U.S.195, and U.S. 395)	between the north City limits and I-90
Eighth Avenue westbound	via McClellan Street from Grand Boulevard to Washington Street, northbound
Electric Avenue	via 53 <sup>rd</sup> Avenue from Hayford Road to Geiger Boulevard
Euclid Avenue	via Buckeye Avenue and North Foothills Drive between Washington Street and Market Street
First Avenue	via Bernard Street from Maple Street to Sprague Avenue, eastbound
Flint Road	from City limits to Airport Drive
Francis Avenue	from the junction of Nine Mile Road and Assembly Street to the east City limits
Freya Street and Freya Way	via Greene Street and Market Street (and Haven Street southbound) between Thor Place and Wellesley Avenue; and via Thor Place, Thor Street, Ray Place, and Ray Street between Greene Street and 29th Avenue;
Geiger Boulevard	From west City limits to Sunset Boulevard
Government Way	between Whistalks Ways and Sunset Boulevard within the City limits
Grand Boulevard	via McClellan Street and 8th Avenue from High Drive to Washington Street, northbound; and via 9th Avenue from Stevens Street to High Drive, southbound
Greene Street	via Market Street (and Haven Street southbound) between Freya Way and the north City limits; and via Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Market Street and 29th Avenue; and via Ralph Street between Boone Avenue and Trent Avenue; and from Mission Avenue to Boone Avenue, southbound
Hatch Road	from the junction of 44th Avenue and Scott Street to 57th Avenue
Haven Street (coupled with Market Street)	from Wellesley Avenue to Lacrosse Avenue, southbound
Hayford Road	from Electric Avenue to McFarlane Road
High Drive	via Cedar Street, Walnut Place, Walnut Street, and Maple Street between the

	north City limits and 29th Avenue; and between Grand Boulevard and the junction of Scott Street and 43rd Avenue
I-90	between the west City limits and the east City limits
Indian Trail Road	between the north City limits and Francis Avenue
James E. Keefe Bridge	between I-90 and Trent Avenue
Lincoln Road	between Division Street and the east City limits
Lincoln Street (via Main Avenue)	between I-90 and the Monroe Street Bridge, northbound
Main Avenue	from Lincoln Street northbound to the Monroe Street Bridge
Mallon Avenue	between Crestline Street and Stone Street
Maple Street	between the Maple Street Bridge and Francis Avenue, northbound; and between the Maple Street Bridge and Walnut Place, southbound
Market Street (and Haven Street southbound)	via Greene Street, Freya Way, Freya Street, Thor Place, Thor Street, Ray Place, and Ray Street between Wellesley Avenue and 29th Avenue
Martin Luther King Jr Boulevard	from Division Street to Trent Avenue
Maxwell Avenue	via Mission Avenue, and Trent Avenue and Trent Road between Ash Street and the east City limits
McClellan Street	northbound via 8th Avenue from Grand Boulevard to Washington Street
Mission Avenue	via Trent Avenue and Trent Road from Maxwell Avenue to the east City limits; and via Maxwell Avenue from Ash Street to Trent Avenue
Monroe Street	between the north City limits and the Monroe Street Bridge; and between the Monroe Street Bridge and I-90, southbound (coupled with Lincoln Street and Main Avenue northbound)
Nelson Street	via Regal Street between Trent Avenue and Mission Avenue
Newport Highway (U.S. 2 and U.S. 195)	between Division Street and the north City limits
Nine Mile Road	between the north City limits and the junction of Assembly Street and Francis Avenue

Ninth Avenue eastbound	between Stevens Street and Grand Boulevard, southbound
North Foothills Drive	via Euclid Avenue from Buckeye Avenue to Market Street; and via Buckeye Avenue from Washington Street to Euclid Avenue
Northwest Boulevard	between Assembly Street and Monroe Street
Palouse Highway	between Regal Street and the south City limits
Ralph Street	via Greene Street between Boone Avenue and Trent Avenue
Ray Street and Ray Place	between Thor Street and 29th Avenue; and via Thor Street, Thor Place, Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street southbound) between the north City limits and 29th Avenue
Regal Street	between 29th Avenue and the Palouse Highway; and via Nelson Street from Trent Avenue to Mission Avenue
Scott Street	between 43rd Avenue and Hatch Road
Second Avenue	between Freya Street and Sunset Boulevard, westbound
Spokane Falls Boulevard	between Division Street and Browne Street, westbound
Sprague Avenue	between Bernard Street and the east City limits and between Bernard Street and Maple Street, westbound
Springfield Avenue	via Broadway Avenue between Freya Street and the east City limits
Stevens Street	via 9th Avenue between the Washington Street Bridge and Grand Boulevard, southbound
Sunset Boulevard	via Second Avenue from Maple Street to the west City limits westbound; and via Third Avenue from the west City limits to Maple Street eastbound
T.J. Meenach Drive and Bridge	between Whistalks Way and Northwest Boulevard
Third Avenue	between Sunset Boulevard and the east City limits, eastbound
Thor Place and Thor Street	via Ray Place, and Ray Street between Freya Street and 29th Avenue; and via Freya Street, Freya Way, Greene Street, and Market Street (and Haven Street

	southbound) between the north City limits and Ray Place
Trent Avenue and Trent Road	from Hamilton Street to the east City limits
U.S. 2	from Deer Heights Road to I-90
U.S. 195	between I-90 and the south City limits
U.S. 395	from city limits to Wellesley
Walnut Place and Walnut Street	between the Maple Street Bridge and Cedar Street
Washington Street	via McClellan Street and 8th Avenue from Grand Boulevard to the Washington Street Bridge, northbound; and between the Washington Street Bridge and Buckeye Avenue
Wellesley Avenue	between Assembly Street and Havana Street
Whistalks Way	between Government Way and T.J. Meenach Drive

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

DRAFT

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Council Meeting Date:** 04/14/2025

		<b>Date Rec'd</b>	3/12/2025
		<b>Clerk's File #</b>	OPR 2025-0244
		<b>Cross Ref #</b>	
		<b>Project #</b>	2024077
<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Bid #</b>	RFQU#: 6234-24
<b>Contact Name/Phone</b>	KEVIN PICANCO 509.625.6088	<b>Requisition #</b>	CR 27372
<b>Contact E-Mail</b>	KPICANCO@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>	4250 - CONSULTANT CONTRACT FOR KPFF CONSULTING ENGINEERS FOR		

**Agenda Wording**

Consultant Agreement for Preliminary Engineering and alternatives analysis for improvements to the Thorpe Tunnels with KPFF Consulting Engineers (Spokane, WA), not to exceed \$248,334.96.

**Summary (Background)**

The Thorpe Tunnels along Thorpe Rd. west of US 195 at the Fish Lake Trail and at the BNSF railroad corridor are capacity constrained by their width. This preliminary engineering contract will complete an alternatives analysis and preliminary design exploring options to improve capacity and traffic operations through the tunnels. The scope of work will include analysis of multiple tunneling or bridge options, coordination with BNSF and other stakeholders, conceptual design and planning level project cost estimating to identify a preferred alternative. Pending funding, future work will include final design and construction.

**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?**

Project is included in the current 6-year CIP.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget? YES			
Total Cost	\$ 248,334.96		
Current Year Cost	\$ 148,334.96		
Subsequent Year(s) Cost	\$ 100,000.00		
<b><u>Narrative</u></b>			
<b>Amount</b>	<b>Budget Account</b>		
Expense \$ 248,334.96	# 3200-49197-95100-56501-86146		
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, traffic Impact Fees			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
N/A			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b>Dept Head</b>	DAVIS, MARCIA	<b><u>PURCHASING</u></b>	WAHL, CONNIE
<b><u>Division Director</u></b>	FEIST, MARLENE		
<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>			
Mark Brower, Mark.Brower@kpff.com		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		kpicanco@spokanecity.org	
eraea@spokanecity.org		nsulya@spokanecity.org	
mdavis@spokanecity.org		publicworksaccounting@spokanecity.org	





**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: THORPE TUNNELS PRELIMINARY  
ENGINEERING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 431 West Riverside Avenue, Suite 524, Spokane, Washington 99201 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide Thorpe Tunnel Preliminary Engineering Services; and*

*WHEREAS, the Consultant was selected from RFQu 6243-24, issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 15, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Scope of Work/Response to RFQu which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's on-call services under this Agreement shall not exceed **TWO HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED THIRTY-FOUR AND 96/100 DOLLARS (\$248,334.96)**, plus tax if applicable and in accordance with the Fee Schedule in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane - Integrated Capital Management, 808 W. Spokane Falls Blvd., WA 99201.

**Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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 on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

## **16. ASSIGNMENT AND SUBCONTRACTING.**

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

## **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or



Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**KPFF CONSULTING ENGINEERS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments to this Contract:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant’s Scope of Work/Response to RFQu

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

**EXHIBIT B**

**Exhibit B – DRAFT Scope of Work**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Planning**  
March 9, 2025

## Scope of Work Summary

To support significant planned development in the immediate vicinity, the City of Spokane (City) is exploring solutions to increase multi-modal capacity on Thorpe Road, west of U.S. 195. The capacity of Thorpe Road is currently constrained by two existing tunnels, one under a significant BNSF railroad embankment, and one under the Fish Lake Trail embankment. The purpose of this project is to:

- Identify feasible solutions to increase the capacity of Thorpe Road
- Analyze and evaluate top options and identify a preferred solution
- Validate a preferred solution with key stakeholders, City leadership and the community
- Develop a preliminary design for the validated preferred solution

The preliminary engineering services scope will be accomplished in two phases, each with distinctive decisions, objectives and outcomes:

**Phase 1 – Alternatives Analysis.** This phase will establish important baseline (current and forecast) data and site context, develop alternative concepts and evaluate top concepts to accomplish the project objectives. This phase includes engagement with BNSF and the community and will set the stage for preliminary design by determining and validating a preferred solution.

**Phase 2 – Preliminary Design.** This phase will conduct field investigations (surveying and geotechnical) and advance the preferred concept for Thorpe Road to 30% design (including Type, Size and Location for structures and cost estimate) to help the City identify and secure funding for final design and construction.

This scope of work is prepared for **Phase 1** only, and includes:

- Project Management and Coordination
- Engagement
- Baseline Conditions
- Concept Development
- Analyses & Evaluation

**Phase 2** may be accomplished via future amendment to this agreement.

Consultant will provide the following services.

### 1.0 Project Management and Coordination

#### 1.1 Project Administration

Consultant will provide services required to manage the contract, prepare and process monthly invoicing and tracking of scope, schedule and budget.

Consultant will procure and manage sub-consultants to include BNSF coordination and rail engineering, tunnel geology and engineering, geotechnical engineering, environmental scoping and traffic operations.

## 1.2 Project Coordination

Consultant will collaborate and coordinate with the City to accomplish the project. Coordination will include informal voice and written correspondence with the City.

Consultant will facilitate project coordination meetings with the City and with the consultant team on a regular basis, assumed monthly.

Consultant will distribute meeting agendas and notes.

## 1.3 Project Initiation

The Consultant team will conduct a virtual kickoff meeting via Microsoft (MS) Teams with the City to review the scope, schedule, goals and objectives and communication protocols.

## 1.4 Transportation Commission Presentation

The Consultant team will prepare and conduct one (1) presentation to the City's Transportation Commission. The presentation will be in-person at City Hall in Spokane.

## 1.5 Quality Assurance / Quality Control

Consultant will perform independent internal quality control document review for our deliverables and work projects in conformance with the requirements of the work described in this Scope of Work.

### **Assumptions**

- Scope duration is twelve (12) months.
- Up to twelve (12) project coordination meetings, via MS Teams with the City
- Up to two (2) Consultant team members will attend the in-person presentation for the City's Transportation Commission.
- No specific deliverables will be developed to support City Council updates. It is assumed that deliverables already developed in this scope may be utilized by the City.

### **Deliverables**

- Monthly Progress Report and Invoice (.pdf format)
- Subconsultant Agreements (as required)
- Meeting Agendas/Notes for Kickoff Meeting
- Meeting Agendas/Notes for up to twelve (12) coordination meetings
- Draft/Final PowerPoint Presentation for One (1) In-Person Transportation Commission Meeting

## 2.0 Engagement

### 2.1 BNSF and WSDOT Coordination and Approvals

The Consultant will support the City to engage BNSF and WSDOT as key project stakeholders. Engagement for this phase is provided as follows.

**BNSF Meeting #1 – Kickoff.** This meeting is intended to be in-person and feature a site visit. Meeting objectives include:

- Communicate the purpose and need and objectives.
- Review the project process and timeline
- Solicit input on key issues, opportunities, and constraints that will be invaluable to development of feasible concepts.

**BNSF Meeting #2 – Design Phase A Concept Submittal Review.** This meeting will be conducted virtually and is intended to focus on coordinating BNSF comments on the Design Phase A Concept submittal (prepared and submitted in Task 5.8 herein) to support validation of the preferred solution.

**WSDOT Meeting #1 – Preliminary Preferred Solution.** This meeting will be conducted virtually and is intended to focus on coordinating property needs with Real Estate Services associated with the preferred solution, to support validation.

### 2.2 Public Engagement

In order to provide access to project information and allow for public input, the Consultant will work with the City on development of a project webpage to be developed, hosted and maintained by the City. The Consultant will provide key deliverables (or graphics generated for key deliverables) as content. The City will provide remaining website content.

The City may also leverage consultant deliverable graphics to develop media posts.

No public surveys are planned.

### **Assumptions**

- Assume WSDOT coordination is limited to property access and potential ownership transfer and all traffic-related analysis and coordination, including impacts with US195 will occur via the City's Inland Empire way project.
- City will prepare BNSF agreements as needed to engage in this study.
- WSDOT / BNSF coordination meetings will be 90 minutes in duration.
- Virtual meetings will be conducted via MS Teams.
- Up to six (6) Consultant team members may attend BNSF/WSDOT coordination meetings.
- City website or social media posts will leverage consultant-generated deliverables prepared under other tasks herein and no additional consultant effort is included.
- Assume no access to BNSF/WSDOT properties is required for Phase 1 analyses.

## **Deliverables**

- Agendas, notes, presentation materials for meetings
- WSDOT Right-of-Entry permits.

## **3.0 Baseline Conditions**

The Consultant will develop an understanding of the existing and forecast baseline conditions for the purpose of generating and evaluating feasible solution concepts to meet the project objectives.

### **3.1 Transportation**

#### **Existing/Forecast Traffic**

The Consultant will leverage existing traffic counts and operations analysis results for existing traffic conditions from the Inland Empire Way Study and Preliminary Engineering Project. Traffic operations results in the AM and PM Peak Hours will be summarized to establish existing baseline conditions. Existing counts and baseline operations analysis results for baseline the W Thorpe Rd / W Westwood Ln intersection will be provided by the City and reviewed by the Consultant for incorporation into this project. The baseline condition will summarize the analysis results at the W Thorpe Rd/US 195 and W Thorpe Rd/W Westwood Ln intersections only and provide AM and PM peak hour traffic flow estimates through the BNSF tunnel.

#### **Active Transportation**

The Consultant will coordinate with the City and utilize the City's Bicycle and Pedestrian Master Plans to understand the current and planned needs in the study area to support development and evaluation of alternative solution concepts. Existing and planned active transportation facilities within a half mile of the tunnel will be briefly described.

#### **Transit**

The Consultant will review current and planned transit service within the study area to support development and evaluation of alternative solution concepts.

#### **Railroad**

The Consultant will coordinate with BNSF (Task 2.1) to understand current and planned operations as well as any improvements planned for this corridor. In addition, key constraints, issues and opportunities to support development and evaluation of feasible alternative solution concepts will be documented.

### **3.2 Utilities and Stormwater**

The Consultant will leverage existing City-provided GIS layers and visual inspection at the site to ascertain existing utility and stormwater facilities. The Consultants will reach out to known utility purveyors to confirm existing facilities and understand any planned facilities in the study area in order to support development and evaluation of alternative solution concepts.



### 3.3 Environmental Scoping

#### Environmental Setting

The Consultant will prepare an Environmental Scan document that will identify relevant environmental resources that should be considered in the design and permitting process. This will involve desktop reviews of cultural resources (WISAARD database) and literature review, hazardous materials, threatened and endangered species, wildlife, wetlands/waters of the US, Section 4(f) resources (Fish Lake Trail, historic railroad), noise, air quality, water quality, hazardous materials, socio-economic issues, and other potential resource issues. Up to 5 maps will be prepared to display relevant resources.

The Consultant will also introduce early concepts and define the general project/study area to be able to obtain resource input from agencies and the tribe, to identify concerns, to anticipate environmental process and to anticipate mitigation requirements. Agencies and tribes that may be consulted include Department of Archaeology and Historic Preservation (DAHP), USACE, Ecology, City of Spokane Planning, Parks, Washington Department of Fish and Wildlife, the Spokane Tribe, Coeur d'Alene Tribe and WSDOT.

The Environmental Scan will include cultural resources scan with information found on the Washington Information System for Architectural and Archaeological Resources Database (WISAARD). This section of the scan will include a list of all historic and archaeological resources found within the APE, including National Register of Historic Places (NRHP)-eligible resources that may be impacted by the project. Other tasks may include a site visit to the project area to take photographs.

#### NEPA/SEPA Environmental Documentation Requirements

The Consultant will include a narrative to explain the requirements for the National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), Permitting and other environmental requirements.

### 3.4 Geotechnical Scoping

#### Conceptual Geotechnical Engineering Study

The Consultant will review existing data to assess the feasibility of proposed alternatives.

- 3.4.1 Literature Review - Review existing in-house and readily available geotechnical data, publicly available geologic and soil maps, and publicly available water and resource protection well logs within approximately 1/2 mile of the site.
- 3.4.2 Site Reconnaissance - Perform a reconnaissance of the site to evaluate existing conditions and perform surficial observations of fill slopes and exposed soils.
- 3.4.3 Concept Geotechnical Considerations - Develop concept-level geotechnical considerations for:
  - Design and construction of conventional shallow foundations.
  - Design and construction of deep foundations, including driven piles and drilled shafts.
  - Geotechnical seismic risk considerations.

- Earthwork
- Temporary shoring alternatives

3.4.4 Geotechnical Engineering Consultation - Provide geotechnical engineering consultation services during the concept development process, as requested by KPFF, which might include: participating in conference calls; attending meetings; review of preliminary concepts; and preparation of technical memoranda. Eight (8) hours each of time for a Principal and a Senior Engineer are included for this service.

### 3.5 Property and Land Use

The Consultant will obtain and review existing land use, property boundary and rights-of-way data (from readily available GIS resources) within the study area to support development and evaluation of alternative solution concepts.

### 3.6 Baseline Conditions Memorandum

The Consultant will develop a memorandum summarizing the baseline conditions identified in this Task.

## **Assumptions**

- Traffic operations tasks should assume one-way traffic operation with continuous traffic flow.
- The City will coordinate with STA on planned transit service as required.
- The study area is assumed to be 1,000 feet along the railroad in each direction to meet BNSF survey requirements for new grade separation projects. It will extend from US-195 to the Westwood development, along Thorpe Ave.
- The study area will not be changed after the database searches are initiated.
- The document will be reviewed internally and by the City of Spokane. There will be up to 3 revisions of the document.
- The study area will not be changed after the database searches are initiated.
- There will be one agency and tribal meeting on site. The remainder of the coordination will be via email or phone.
- It is assumed that the project may receive federal funding in the future.
- Existing Fish Lake Trail Cultural Resource and Environmental Scan will be reviewed as it may have relevant information, but database searches and literature reviews will need to be updated.
- Wetlands and waters of the US will not be delineated. There will be no discipline studies prepared at this time.
- An APE package or cultural clearance of geotechnical investigations will not be conducted during this phase of work.
- One round of City comments will be incorporated into draft Baseline Conditions Memorandum to finalize.
- No subsurface explorations are planned as part of this task.

## **Deliverables**

- Two (2) Drafts and One (1) Final Environmental Scan Document (.pdf format)
- Draft/Final Geotechnical Concept Memo (.pdf format)

- Draft/Final Baseline Conditions Memorandum (.pdf format)

## 4.0 Concept Development & Analyses

### 4.1 Alternative Concept Layouts

Consultant will develop up to three (3) concept layouts at a sufficient scale and detail to convey roadway limits, intersections, traveled-way and active transportation elements. Connections with the existing or planned network (motorized and non-motorized) will be defined to understand intersection controls.

Concept layouts will be developed on available aerial imagery with adequate resolution to support concept design. City-provided GIS layers will be utilized for existing contours, utilities, stormwater facilities, surface features and property/right-of-way boundaries.

Typical sections for Thorpe Road and other active transportation connections will be developed to adequately show traveled way and active transportation widths and elements.

### 4.2 Structural Solutions

A key part of this phase will be to develop concept level structure types and associated costs. Bridge and/or tunnel structure options will be evaluated for both crossing locations (Fish Lake Trail and BNSF corridor). For each crossing location, the Consultant will identify up to three feasible structure types.

For each bridge crossing location, the following concept drawings are anticipated:

- Bridge Plan & Elevation
- Typical Section

For tunneling options, the Consultant will first address the opportunities and challenges involved with enlarging existing tunnels. For adding capacity with duplicate tunnel(s), two concept-level technical solutions will be developed, including plan and cross section, along with a discussion of typical construction methods and required staging areas.

### 4.3 Planning-Level Opinions of Cost

The Consultant will utilize the concept layouts and sections as a basis to prepare planning-level opinions of cost for each of the concept options. The planning-level costs will be focused on construction costs to differentiate options, and will not include design, permitting, land acquisition and construction management.

Planning-level cost estimating will include parametric methods using historical data and measurements that are easily determined, such as cost per lane mile, per interchange, per intersection, per square foot, etc. Similar projects and/or historical percentages may be applied.

Opinions of cost will be developed in current-year dollars.

For structures, the Consultant will utilize a qualitative life-cycle cost analysis to understand and document any significant differences between structure types over their anticipated lifetimes.

### **Assumptions**

- One round of City comments will be incorporated into draft Concept Layouts and Opinions of Cost.
- Roadway geometric layouts will include the Westwood Intersection.
- Easterly alignment and tie-in with US195 will be informed by the Thorpe overcrossing work in the City's Inland Empire Way Study project.

### **Deliverables**

- Concept Layouts (.pdf format)
- Planning-Level Opinions of Cost.pdf format)

## **5.0 Concept Analyses and Evaluation**

The Consultant will conduct analyses to identify and report unique impacts and benefits of each of the three (3) concept options developed in Task 3.0. The Consultant will develop an evaluation framework and conduct an evaluation to recommend a preferred concept to the City for approval.

### **5.1 Transportation**

#### **Traffic**

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction. Consultant evaluation will be qualitative based on a high-level review of the design concepts. The City will advise or perform cursory Synchro analyses as needed for the Thorpe Road intersection with Westwood Lane and the Inland Empire Study will include analysis of the Thorpe Road and US195 intersection..

#### **Active Transportation**

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction. All evaluation will be qualitative and based on a high-level review of the design concepts.

#### **Transit**

Should there be differentiators between concepts, the Consultant will document relative benefits and impacts to existing and planned facilities and operations for each option, including temporary impacts during construction. All evaluation will be qualitative and based on a high-level review of the design concepts.

#### **Railroad**

The Consultant will determine relative benefits and impacts to existing and planned facilities and operations for each option, including temporary impacts during construction.

## 5.2 Utilities and Stormwater

The Consultant will determine relative benefits and impacts to existing and planned facilities for each option, including temporary impacts during construction.

## 5.3 Environmental Review

The Consultant will determine relative environmental benefits and impacts for each option.

## 5.4 Geotechnical Review

The Consultant will review each option and document relative geotechnical challenges and opportunities for each option.

## 5.5 Property and Land Use

The Consultant will identify and document concept-level property needs for each option.

## 5.6 Capital and Life-Cycle Costs

The Consultant will report unique capital costs for each option, including infrastructure improvements to existing network infrastructure required for the connections.

Life-cycle costs will be reported for structure types to provide a foundation for future selection of structure type.

## 5.7 Determine Preliminary Preferred Solution

The Consultant will develop criteria that may be used to differentiate between solution options. Criteria will be vetted with the City and revised as needed.

The Consultant will conduct an initial evaluation of the top options and provide a recommendation for a preferred solution to the City. Upon City review, the Consultant will finalize the evaluation.

## 5.8 BNSF Design Phase A Concept Submittal

For the preferred solution, the Consultant will prepare a Design Phase A Concept Submittal package in accordance with the Guidelines for Railroad Grade Separation Projects and submit to BNSF for review.

## 5.9 Evaluation Memorandum

The Consultant will develop a memorandum summarizing the evaluation of the options. The draft memo will be reviewed by the City and then finalized once comments on the BNSF Design Phase A Concept Submittal are received.

### **Assumptions**

- One round of City comments and key comments from the BNSF Design Phase A Concept Submittal will be incorporated into the draft Evaluation Memorandum to finalize.

### **Deliverables**

- DRAFT and Final Evaluation Memorandum (.pdf format)

**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

	Description	KPFF	AEC	Delve	Fehr & Peers	GeoEngineers	Gorman	Hanson	TOTAL COST
<b>Task 1</b>	<b>Project Management and Coordination</b>	\$ 22,598.78	\$ 2,385.77	\$ 11,855.21	\$ 4,965.92	\$ 2,003.73	\$ 180.00	\$ 1,236.48	\$ 45,225.90
1.1	Project Administration	\$ 9,145.74	\$ 1,192.89	\$ 2,320.32	\$ 2,181.29	\$ 2,003.73	\$ -	\$ 1,236.48	\$ 18,080.45
1.2	Project Coordination	\$ 6,795.54	\$ 1,192.89	\$ 5,701.29	\$ 1,598.93	\$ -	\$ -	\$ -	\$ 15,288.65
1.3	Project Initiation	\$ 1,647.68	\$ -	\$ -	\$ 1,185.71	\$ -	\$ 180.00	\$ -	\$ 3,013.39
1.4	Transportation Commission Presentation	\$ 1,889.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,889.31
1.5	Quality Assurance / Quality Control	\$ 3,120.51	\$ -	\$ 3,833.60	\$ -	\$ -	\$ -	\$ -	\$ 6,954.11
<b>Task 2</b>	<b>Engagement</b>	\$ 8,589.25	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,004.80	\$ 18,994.05
2.1	BNSF and WSDOT Coordination and Approvals	\$ 8,589.25	\$ -	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 5,004.80	\$ 18,994.05
<b>Task 3</b>	<b>Baseline Conditions</b>	\$ 8,293.81	\$ 10,623.82	\$ -	\$ 6,039.28	\$ 11,648.13	\$ 4,320.00	\$ 500.48	\$ 41,425.52
3.1	Transportation	\$ 1,797.20	\$ -	\$ -	\$ 6,039.28	\$ -	\$ -	\$ 500.48	\$ 8,336.96
3.2	Utilities and Stormwater	\$ 3,366.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,366.19
3.3	Environmental Scoping	\$ -	\$ 10,623.82	\$ -	\$ -	\$ -	\$ 4,320.00	\$ -	\$ 14,943.82
3.4	Geotechnical Scoping	\$ -	\$ -	\$ -	\$ -	\$ 11,648.13	\$ -	\$ -	\$ 11,648.13
3.5	Property and Land Use	\$ 529.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529.43
3.6	Baseline Conditions Memorandum	\$ 2,600.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.99
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>	\$ 40,023.51	\$ -	\$ 67,173.20	\$ 2,630.09	\$ -	\$ -	\$ 1,842.94	\$ 111,669.74
4.1	Alternative Concept Layouts	\$ 5,619.81	\$ -	\$ -	\$ 2,630.09	\$ -	\$ -	\$ -	\$ 8,249.89
4.2	Structural Solutions	\$ 25,137.76	\$ -	\$ 58,994.20	\$ -	\$ -	\$ -	\$ 1,401.34	\$ 85,533.30
4.3	Planning-Level Opinions of Cost	\$ 9,265.94	\$ -	\$ 8,179.00	\$ -	\$ -	\$ -	\$ 441.60	\$ 17,886.54
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>	\$ 9,901.39	\$ -	\$ 5,066.72	\$ 3,075.86	\$ 4,498.81	\$ 1,620.00	\$ 1,701.63	\$ 25,864.42
5.1	Transportation	\$ 771.07	\$ -	\$ -	\$ 3,075.86	\$ -	\$ -	\$ 950.91	\$ 4,797.84
5.2	Utilities and Stormwater	\$ 771.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771.07
5.3	Environmental Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620.00	\$ -	\$ 1,620.00
5.4	Geotechnical Review	\$ -	\$ -	\$ -	\$ -	\$ 4,498.81	\$ -	\$ -	\$ 4,498.81
5.5	Property and Land Use	\$ 771.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 771.07
5.6	Capital and Life-Cycle Costs	\$ 2,144.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,144.58
5.7	Determine Preliminary Preferred Solution	\$ 1,843.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,843.35
5.8	BNSF Design Phase A Concept Submittal	\$ 999.27	\$ -	\$ 5,066.72	\$ -	\$ -	\$ -	\$ 250.24	\$ 6,316.23
5.9	Evaluation Memorandum	\$ 2,600.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.48	\$ 3,101.47
	<b>Reimbursables</b>	\$ 390.00	\$ 63.00	\$ 759.00	\$ -	\$ -	\$ 15.40	\$ 245.00	\$ 1,472.40
	<b>Salary Escalation</b>	\$ -	\$ -	\$ 1,377.02	\$ -	\$ -	\$ -	\$ -	\$ 1,377.02
<b>TOTAL</b>		\$ 89,796.75	\$ 13,072.59	\$ 93,937.07	\$ 16,711.15	\$ 18,150.67	\$ 6,135.40	\$ 10,531.34	\$ 248,334.96

**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

**KPFF - Transportation Group**

	Description	Notes	PIC/Senior Project Manager	Technical Director/ Specialist	Project Engineer	Design Engineer	Project Coordinator	Total Hours	Total Direct Salary Cost	OH (1.4922)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>		Mark	Jeff	Trevor/Alex	Kayla/Mason	Ginny					
1.1	Project Administration	12 Months - PR, Invoices, Sub Agreements	18				48	66	\$ 3,275.46	\$ 4,887.64	\$ 982.64	\$ 9,145.74
1.2	Project Coordination	12 Months, 12 Meetings, 1 TC Presentation	18		6	4		28	\$ 1,967.86	\$ 2,936.44	\$ 590.36	\$ 5,494.66
1.3	Project Initiation		4		2			6	\$ 434.80	\$ 648.81	\$ 130.44	\$ 1,214.05
1.4	Transportation Commission Presentation		4		2	2		8	\$ 521.34	\$ 777.94	\$ 156.40	\$ 1,455.69
1.5	Quality Assurance / Quality Control		2	12				14	\$ 1,117.58	\$ 1,667.65	\$ 335.27	\$ 3,120.51
<b>Task 2</b>	<b>Engagement</b>											
2.1	BNSF and WSDOT Coordination and Approvals	(3) 90-min meetings + coord, Website	20		12	4		36	\$ 2,454.96	\$ 3,663.29	\$ 736.49	\$ 6,854.74
<b>Task 3</b>	<b>Baseline Conditions</b>											
3.1	Transportation		1		4	8		13	\$ 643.65	\$ 960.45	\$ 193.10	\$ 1,797.20
3.2	Utilities and Stormwater		1		8	16		25	\$ 1,205.57	\$ 1,798.95	\$ 361.67	\$ 3,366.19
3.3	Environmental Scoping							0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping							0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use		1		2			3	\$ 189.61	\$ 282.94	\$ 56.88	\$ 529.43
3.6	Baseline Conditions Memorandum		4		8	4		16	\$ 931.52	\$ 1,390.01	\$ 279.46	\$ 2,600.99
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>											
4.1	Alternative Concept Layouts	Up to 3 Concepts. Assume support to structural. Horizontal, Vertical Alignments	4		12	24		40	\$ 2,012.68	\$ 3,003.32	\$ 603.80	\$ 5,619.81
4.2	Structural Solutions		1					1	\$ 81.73	\$ 121.96	\$ 24.52	\$ 228.21
4.3	Planning-Level Opinions of Cost		1		4	8		13	\$ 643.65	\$ 960.45	\$ 193.10	\$ 1,797.20
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>											
5.1	Transportation		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.2	Utilities and Stormwater		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.3	Environmental Review							0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review							0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use		1		2	2		5	\$ 276.15	\$ 412.07	\$ 82.85	\$ 771.07
5.6	Capital and Life-Cycle Costs		2		8	4		14	\$ 768.06	\$ 1,146.10	\$ 230.42	\$ 2,144.58
5.7	Determine Preliminary Preferred Solution		2		6	4		12	\$ 660.18	\$ 985.12	\$ 198.05	\$ 1,843.35
5.8	BNSF Design Phase A Concept Submittal	Support Structural	2		2	2		6	\$ 357.88	\$ 534.03	\$ 107.36	\$ 999.27
5.9	Evaluation Memorandum		4		8	4		16	\$ 931.52	\$ 1,390.01	\$ 279.46	\$ 2,600.99
<b>Total Hours per person</b>			<b>92</b>	<b>12</b>	<b>90</b>	<b>90</b>	<b>48</b>	<b>332</b>	<b>\$ 19,026.50</b>	<b>\$ 28,391.34</b>	<b>\$ 5,707.95</b>	<b>\$ 53,125.79</b>

**BURDENED LABOR COST**

Rates		\$ 81.73	\$ 79.51	\$ 53.94	\$ 43.27	\$ 37.59		<b>Sub-Totals</b>
Direct Salary Cost (DSC)		\$ 7,519.16	\$ 954.12	\$ 4,854.60	\$ 3,894.30	\$ 1,804.32		\$ 19,026.50
Overhead Cost (1.4922 of DSC)	149.22%	\$ 11,220.09	\$ 1,423.74	\$ 7,244.03	\$ 5,811.07	\$ 2,692.41		\$ 28,391.34
Fee ( 0.3 of DSC)	30%	\$ 2,255.75	\$ 286.24	\$ 1,456.38	\$ 1,168.29	\$ 541.30		\$ 5,707.95
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 20,995.00</b>	<b>\$ 2,664.09</b>	<b>\$ 13,555.01</b>	<b>\$ 10,873.66</b>	<b>\$ 5,038.02</b>		<b>\$ 53,125.79</b>

**REIMBURSABLES**

Item	Quantity	Unit	Sub-Totals
Reproduction / Other	0	Lump Sum	\$ -
Mileage (GSA) 2025-01	0	Each	\$ -
Postage/Courier	0	Each	\$ -
Field Equipment	0	Lump Sum	\$ -
Parking	0	Each	\$ -
Food Per Diem	0	Each	\$ -
Lodging	0	Each	\$ -
Ground Transportation	0	Each	\$ -
Air Fare	0	Each	\$ -
<b>Sub-Total Reimbursables</b>			<b>\$ -</b>

**PRORATED SALARY ESCALATION**

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	0.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>		<b>\$ -</b>
<b>KPFF - Transportation Group Total Project Costs</b>			<b>\$ 53,125.79</b>



**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

**KPFF - Bridge**

	Description	Notes	Bridge Principal-in-Charge	Bridge Senior Engineer	Bridge Project Engineer	Bridge Senior Drafter/ Designer/ Modeler	Total Hours	Total Direct Salary Cost	OH (1.4922)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>		Aaron	Brien L	James S	Rick T					
1.1	Project Administration						0	\$ -	\$ -	\$ -	\$ -
1.2	Project Coordination			6			6	\$ 465.90	\$ 695.22	\$ 139.77	\$ 1,300.89
1.3	Project Initiation			2			2	\$ 155.30	\$ 231.74	\$ 46.59	\$ 433.63
1.4	Transportation Commission Presentation			2			2	\$ 155.30	\$ 231.74	\$ 46.59	\$ 433.63
1.5	Quality Assurance / Quality Control						0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>										
2.1	BNSF and WSDOT Coordination and Approvals			8			8	\$ 621.20	\$ 926.95	\$ 186.36	\$ 1,734.51
<b>Task 3</b>	<b>Baseline Conditions</b>										
3.1	Transportation						0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping						0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping						0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum						0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>										
4.1	Alternative Concept Layouts						0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions		4	36	80	40	160	\$ 8,921.12	\$ 13,312.10	\$ 2,676.34	\$ 24,909.55
4.3	Planning-Level Opinions of Cost		2	16	30		48	\$ 2,674.86	\$ 3,991.43	\$ 802.46	\$ 7,468.74
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>										
5.1	Transportation						0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review						0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review						0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs						0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution						0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal	Assume tunnel solution for BNSF, no kpff involvement					0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum						0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>6</b>	<b>70</b>	<b>110</b>	<b>40</b>	<b>226</b>	<b>\$ 12,993.68</b>	<b>\$ 19,389.17</b>	<b>\$ 3,898.10</b>	<b>\$ 36,280.95</b>

**BURDENED LABOR COST**

Rates		\$ 79.33	\$ 77.65	\$ 42.46	\$ 60.29		Sub-Totals
Direct Salary Cost (DSC)		\$ 475.98	\$ 5,435.50	\$ 4,670.60	\$ 2,411.60		\$ 12,993.68
Overhead Cost (1.4922 of DSC)	149.22%	\$ 710.26	\$ 8,110.85	\$ 6,969.47	\$ 3,598.59		\$ 19,389.17
Fee ( 0.3 of DSC)	30%	\$ 142.79	\$ 1,630.65	\$ 1,401.18	\$ 723.48		\$ 3,898.10
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 1,329.03</b>	<b>\$ 15,177.00</b>	<b>\$ 13,041.25</b>	<b>\$ 6,733.67</b>		<b>\$ 36,280.95</b>

**REIMBURSABLES**

Item	Quantity		Sub-Totals
Reproduction / Other	0		\$ -
Mileage (GSA) 2025-01	0		\$ -
Postage/Courier	0		\$ -
Field Equipment	0		\$ -
Parking	0		\$ -
Food Per Diem	0		\$ -
Lodging	0		\$ -
Ground Transportation	2		\$ 90.00
Air Fare	1		\$ 300.00
<b>Sub-Total Reimbursables</b>			<b>\$ 390.00</b>

**PRORATED SALARY ESCALATION**

	% Est Increase (salary)	
Escalation (0% of Labor x 0% Increase)	0.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>	<b>\$ -</b>

<b>KPFF - Bridge Total Project Costs</b>	<b>\$ 36,670.95</b>
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**Exhibit B - Fee Schedule**

**City of Spokane**

**Preliminary Engineering Services for Thorpe Tunnel Project**

**Phase 1 - Alternatives Analysis**

**Anderson Environmental Consulting LLC (AEC)**

**3/5/2025**

	Description	Notes	Sr. Environmental Planner	Environmental Planner/Biologist	Archaeologist	Total Hours	Total Direct Salary Cost	OH (1.2489)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>									
1.1	Project Administration	Assume 6 invoices	6			6	\$ 468.00	\$ 584.49	\$ 140.40	\$ 1,192.89
1.2	Project Coordination	12 teams meetings-I go to 1/2	6			6	\$ 468.00	\$ 584.49	\$ 140.40	\$ 1,192.89
1.3	Project Initiation					0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation					0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control					0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>									
2.1	BNSF and WSDOT Coordination and Approvals					0	\$ -	\$ -	\$ -	\$ -
<b>Task 3</b>	<b>Baseline Conditions</b>									
3.1	Transportation					0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater					0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping	4 maps x 3=12 and 44 hrs for scan	20	60	8	88	\$ 4,168.00	\$ 5,205.42	\$ 1,250.40	\$ 10,623.82
3.4	Geotechnical Scoping					0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use					0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum					0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>									
4.1	Alternative Concept Layouts					0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions					0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost					0	\$ -	\$ -	\$ -	\$ -
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>									
5.1	Transportation					0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater					0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review					0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review					0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use					0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs					0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution					0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal					0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum					0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>32</b>	<b>60</b>	<b>8</b>	<b>100</b>	<b>\$ 5,104.00</b>	<b>\$ 6,374.39</b>	<b>\$ 1,531.20</b>	<b>\$ 13,009.59</b>

**BURDENED LABOR COST**

Rates		\$ 78.00	\$ 38.00	\$ 41.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 2,496.00	\$ 2,280.00	\$ 328.00		\$ 5,104.00
Overhead Cost (1.2489 of DSC)	124.89%	\$ 3,117.25	\$ 2,847.49	\$ 409.64		\$ 6,374.39
Fee ( 0.3 of DSC)	30%	\$ 748.80	\$ 684.00	\$ 98.40		\$ 1,531.20
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 6,362.05</b>	<b>\$ 5,811.49</b>	<b>\$ 836.04</b>		<b>\$ 13,009.59</b>

**REIMBURSABLES**

Item	Quantity	Unit	Sub-Totals
Reproduction / Other	0	Lump Sum	\$ -
Mileage (GSA) 2025-01	90	Each	\$ 63.00
Postage/Courier	0	Each	\$ -
Field Equipment	0	Lump Sum	\$ -
Parking	0	Each	\$ -
Food Per Diem	0	Each	\$ -
Lodging	0	Each	\$ -
Ground Transportation	0	Each	\$ -
Air Fare	0	Each	\$ -
<b>Sub-Total Reimbursables</b>			<b>\$ 63.00</b>

**PRORATED SALARY ESCALATION**

	% Est Increase (salary)	
Escalation (0% of Labor x 3% Increase)	3.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>	<b>\$ -</b>

<b>Anderson Environmental Consulting LLC (AEC) Total Project Costs</b>	<b>\$ 13,073</b>
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**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

**Delve Underground**

	Description	Notes	Ravano/ Principal Geotech	Finn/ Structural Principal	Duevel/ Principal Tunnel	Peterfreund/ Sr Structural Assoc.	Mehlert/ Sr. Project Structural	Hughan/ Sr. Staff	Lita/ CAD	Dietry/ Project Controls	Page/Cost Estimating Principal	Total Hours	Total Direct Salary Cost	OH (0)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>															
1.1	Project Administration	Assumes 12 months duration								16		16	\$ 2,320.32	\$ -	\$ -	\$ 2,320.32
1.2	Project Coordination	Assume 1 kickoff meeting, 1 internal meetings per month, and 2 total with City of Spokane	12	1	1	2	1	1	1			19	\$ 5,701.29	\$ -	\$ -	\$ 5,701.29
1.3	Project Initiation											0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation											0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control	Final Report Rww	4	4	4							12	\$ 3,833.60	\$ -	\$ -	\$ 3,833.60
<b>Task 2</b>	<b>Engagement</b>															
2.1	BNSF and WSDOT Coordination and Approvals	Assume 1 group site visit with BNSF for 1 person	16									16	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
<b>Task 3</b>	<b>Baseline Conditions</b>															
3.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping											0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping											0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum											0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>															
4.1	Alternative Concept Layouts											0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions	Assume development of 2 tunnel concepts beneath the BNSF ROW 4.2.1 Existing tunnel eval-coordination and report: Coordination and Report Section 4.2.2 Concept level design - Jacked box: Coordination, analysis, report section and 2 drawings for BNSF crossing 4.2.3 Concept Level Design-Canopy Tube: Coordination, analysis, report section and 2 drawings for BNSF crossing	16	24	32	44	60	48	44			268	\$ 58,994.20	\$ -	\$ -	\$ 58,994.20
4.3	Planning-Level Opinions of Cost	Assuming Delve will provide estimating support for 2 tunnel options with no back and forth coordination									20	20	\$ 8,179.00	\$ -	\$ -	\$ 8,179.00
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>															
5.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review											0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review											0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs											0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution											0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal	Assumes additional basic drawings showing clearances that BNSF requires.	4	2		4	4		8			22	\$ 5,066.72	\$ -	\$ -	\$ 5,066.72
5.9	Evaluation Memorandum											0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>52</b>	<b>31</b>	<b>45</b>	<b>50</b>	<b>65</b>	<b>49</b>	<b>53</b>	<b>16</b>	<b>20</b>	<b>381</b>	<b>\$ 91,801.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 91,801.05</b>

**BURDENED LABOR COST**

Rates	Direct Salary +B130+B131:P+B131:R134	\$ 337.50	\$ 332.66	\$ 288.24	\$ 282.01	\$ 182.44	\$ 134.73	\$ 149.20	\$ 145.02	\$ 408.95		<b>Sub-Totals</b>
Direct Salary Cost (DSC)		\$ 17,550.00	\$ 10,312.46	\$ 12,970.80	\$ 14,100.50	\$ 11,858.60	\$ 6,601.77	\$ 7,907.60	\$ 2,320.32	\$ 8,179.00		\$ 91,801.05
Overhead Cost (0 of DSC)		0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Fee ( 0 of DSC)		0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 17,550.00</b>	<b>\$ 10,312.46</b>	<b>\$ 12,970.80</b>	<b>\$ 14,100.50</b>	<b>\$ 11,858.60</b>	<b>\$ 6,601.77</b>	<b>\$ 7,907.60</b>	<b>\$ 2,320.32</b>	<b>\$ 8,179.00</b>		<b>\$ 91,801.05</b>

**REIMBURSABLES**

Item		Quantity	Unit	Unit Cost		Sub-Totals
Reproduction / Other		0	Lump Sum	\$ 1.00		\$ -
Mileage (GSA) 2025-01	Home to Airport	50	Each	\$ 0.70		\$ 35.00
Concrete Cylinders for Compressive Strength		0	Each	\$ 1.00		\$ -
Field Equipment		0	Lump Sum	\$ 1.00		\$ -
Parking	24 Hrs SEA	1	Each	\$ 50.00		\$ 50.00
Food Per Diem		1	Each	\$ 74.00		\$ 74.00
Lodging	Not necessary unless trip is 2 days due to early	0	Each	\$ 1.00		\$ -
Ground Transportation	Rental Car plus fuel 1 day GEG	1	Each	\$ 100.00		\$ 100.00
Air Fare	SEA to GEG Return	1	Each	\$ 500.00		\$ 500.00
<b>Sub-Total Reimbursables</b>						<b>Per Person Per Trip \$ 759.00</b>

**PRORATED SALARY ESCALATION**

Escalation (30% of Labor x 5% Increase)	% Est Increase (salary)	5.0	\$ 1,377.02
<b>Sub-Total Salary Escalation</b>		<b>Total</b>	<b>\$ 1,377.02</b>

<b>Delve Underground Total Project Costs</b>		<b>\$ 93,937</b>
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**Exhibit B - Fee Schedule**

**City of Spokane**

**Preliminary Engineering Services for Thorpe Tunnel Project**

**Phase 1 - Alternatives Analysis**

**Fehr & Peers**

**3/5/2025**

	Description	Notes	Principal	Senior Associate	Associate	Engineer/ Planner	Senior Project Coordinator	Project Accountant	Total Hours	Total Direct Salary Cost	OH (1.8139)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>												
1.1	Project Administration				4		5	5	14	\$ 700.50	\$ 1,270.64	\$ 210.15	\$ 2,181.29
1.2	Project Coordination		2		4				6	\$ 513.48	\$ 931.40	\$ 154.04	\$ 1,598.93
1.3	Project Initiation		2		2				4	\$ 380.78	\$ 690.70	\$ 114.23	\$ 1,185.71
1.4	Transportation Commission Presentation								0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control								0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>												
2.1	BNSF and WSDOT Coordination and Approvals								0	\$ -	\$ -	\$ -	\$ -
<b>Task 3</b>	<b>Baseline Conditions</b>												
3.1	Transportation			2	16	16	4		38	\$ 1,939.46	\$ 3,517.98	\$ 581.84	\$ 6,039.28
3.2	Utilities and Stormwater								0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping								0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping								0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use								0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum								0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>												
4.1	Alternative Concept Layouts		2	2	6		1		11	\$ 844.63	\$ 1,532.07	\$ 253.39	\$ 2,630.09
4.2	Structural Solutions								0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost								0	\$ -	\$ -	\$ -	\$ -
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>												
5.1	Transportation		2	2	8		2		14	\$ 987.79	\$ 1,791.74	\$ 296.34	\$ 3,075.86
5.2	Utilities and Stormwater								0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review								0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review								0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use								0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs								0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution								0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal								0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum								0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>8</b>	<b>6</b>	<b>40</b>	<b>16</b>	<b>12</b>	<b>5</b>	<b>87</b>	<b>\$ 5,366.63</b>	<b>\$ 9,734.53</b>	<b>\$ 1,609.99</b>	<b>\$ 16,711.15</b>

**BURDENED LABOR COST**

Rates		\$ 124.04	\$ 73.08	\$ 66.35	\$ 34.62	\$ 41.83	\$ 45.19		<b>Sub-Totals</b>
Direct Salary Cost (DSC)		\$ 992.32	\$ 438.48	\$ 2,654.00	\$ 553.92	\$ 501.96	\$ 225.95		\$ 5,366.63
Overhead Cost (1.8139 of DSC)	181.39%	\$ 1,799.97	\$ 795.36	\$ 4,814.09	\$ 1,004.76	\$ 910.51	\$ 409.85		\$ 9,734.53
Fee ( 0.3 of DSC)	30%	\$ 297.70	\$ 131.54	\$ 796.20	\$ 166.18	\$ 150.59	\$ 67.79		\$ 1,609.99
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 3,089.99</b>	<b>\$ 1,365.38</b>	<b>\$ 8,264.29</b>	<b>\$ 1,724.85</b>	<b>\$ 1,563.05</b>	<b>\$ 703.59</b>		<b>\$ 16,711.15</b>

**REIMBURSABLES**

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction / Other	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA) 2025-01	0	Each	\$ 0.70	\$ -
Postage/Courier	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Food Per Diem	0	Each	\$ 1.00	\$ -
Lodging	0	Each	\$ 1.00	\$ -
Ground Transportation	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -
<b>Sub-Total Reimbursables</b>				<b>\$ -</b>

**PRORATED SALARY ESCALATION**

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	
	0.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>	<b>\$ -</b>

<b>Fehr &amp; Peers Total Project Costs</b>	<b>\$ 16,711</b>
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**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

**GeoEngineers, Inc.**

	Description	Notes	Principal	Senior Engr	Project Engr	Engr/Sci 2	Admin 3	Total Hours	Total Direct Salary Cost	OH (2.0136)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>											
1.1	Project Administration		2		4		4	10	\$ 604.70	\$ 1,217.62	\$ 181.41	\$ 2,003.73
1.2	Project Coordination							0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation							0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation							0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control							0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>											
2.1	BNSF and WSDOT Coordination and Approvals							0	\$ -	\$ -	\$ -	\$ -
<b>Task 3</b>	<b>Baseline Conditions</b>											
3.1	Transportation							0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater							0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping							0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping	3.4.1 Literature Review; 3.4.2 Site Reconnaissance; 3.4.3 Concept Geotechnical Considerations; 3.4.4 Consultation	17	22		6		45	\$ 3,515.25	\$ 7,078.31	\$ 1,054.58	\$ 11,648.13
3.5	Property and Land Use							0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum							0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>											
4.1	Alternative Concept Layouts							0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions							0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost							0	\$ -	\$ -	\$ -	\$ -
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>											
5.1	Transportation							0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater							0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review							0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review		8	8				16	\$ 1,357.68	\$ 2,733.82	\$ 407.30	\$ 4,498.81
5.5	Property and Land Use							0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs							0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution							0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal							0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum							0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>27</b>	<b>30</b>	<b>4</b>	<b>6</b>	<b>4</b>	<b>71</b>	<b>\$ 5,477.63</b>	<b>\$ 11,029.76</b>	<b>\$ 1,643.29</b>	<b>\$ 18,150.67</b>

**BURDENED LABOR COST**

Rates		\$ 95.01	\$ 74.70	\$ 57.70	\$ 42.78	\$ 45.97		Sub-Totals
Direct Salary Cost (DSC)		\$ 2,565.27	\$ 2,241.00	\$ 230.80	\$ 256.68	\$ 183.88		\$ 5,477.63
Overhead Cost (2.0136 of DSC)	201.36%	\$ 5,165.43	\$ 4,512.48	\$ 464.74	\$ 516.85	\$ 370.26		\$ 11,029.76
Fee ( 0.3 of DSC)	30%	\$ 769.58	\$ 672.30	\$ 69.24	\$ 77.00	\$ 55.16		\$ 1,643.29
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 8,500.28</b>	<b>\$ 7,425.78</b>	<b>\$ 764.78</b>	<b>\$ 850.53</b>	<b>\$ 609.30</b>		<b>\$ 18,150.67</b>

**REIMBURSABLES**

Item	Quantity	Unit Cost		Sub-Totals
Traffic Control (7.1.2)	0	\$ 3,000.00		\$ -
Drilling (7.1.2)	0	\$ 10,000.00		\$ -
Laboratory Testing (7.1.3)	0	\$ 2,316.00		\$ -
Item	0	\$ 1.00		\$ -
Reproduction	0	\$ 1.00		\$ -
Mileage (GSA) 2025-01	0	\$ 1.00		\$ -
Postage/Courier	0	\$ 1.00		\$ -
Field Equipment	0	\$ 1.00		\$ -
Parking	0	\$ 1.00		\$ -
<b>Sub-Total Reimbursables</b>				<b>\$ -</b>

**PRORATED SALARY ESCALATION**

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	
	0.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>	<b>\$ -</b>

<b>GeoEngineers, Inc. Total Project Costs</b>	<b>\$ 18,151</b>
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**Exhibit B - Fee Schedule**

**City of Spokane**

**Preliminary Engineering Services for Thorpe Tunnel Project**

**Phase 1 - Alternatives Analysis**

**Gorman Preservation Associates LLC**

**3/5/2025**

	Description	Notes	Architectural Historian	Total Hours	Total Direct Salary Cost	OH (0)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>							
1.1	Project Administration			0	\$ -	\$ -	\$ -	\$ -
1.2	Project Coordination			0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation	kick off meeting	2	2	\$ 180.00	\$ -	\$ -	\$ 180.00
1.4	Transportation Commission Presentation			0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control			0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>							
2.1	BNSF and WSDOT Coordination and Approvals			0	\$ -	\$ -	\$ -	\$ -
<b>Task 3</b>	<b>Baseline Conditions</b>							
3.1	Transportation			0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater			0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping	Environmental Scan report	48	48	\$ 4,320.00	\$ -	\$ -	\$ 4,320.00
3.4	Geotechnical Scoping			0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use			0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum			0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>							
4.1	Alternative Concept Layouts			0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions			0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost			0	\$ -	\$ -	\$ -	\$ -
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>							
5.1	Transportation			0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater			0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review	assess impacts for each concept option	18	18	\$ 1,620.00	\$ -	\$ -	\$ 1,620.00
5.4	Geotechnical Review			0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use			0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs			0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution			0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal			0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum			0	\$ -	\$ -	\$ -	\$ -
<b>Total Hours per person</b>			<b>68</b>	<b>68</b>	<b>\$ 6,120.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,120.00</b>

**BURDENED LABOR COST**

Rates		\$ 90.00		Sub-Totals
Direct Salary Cost (DSC)		\$ 6,120.00		\$ 6,120.00
Overhead Cost (0 of DSC)	0.00%	\$ -		\$ -
Fee ( 0 of DSC)	0%	\$ -		\$ -
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 6,120.00</b>		<b>\$ 6,120.00</b>

**REIMBURSABLES**

Item		Quantity		Sub-Totals
Reproduction / Other		0		\$ -
Mileage (GSA) 2025-01	11 miles each way from office to APE	22		\$ 15.40
Postage/Courier		0		\$ -
Field Equipment		0		\$ -
Parking		0		\$ -
Food Per Diem		0		\$ -
Lodging		0		\$ -
Ground Transportation		0		\$ -
Air Fare		0		\$ -
<b>Sub-Total Reimbursables</b>				<b>\$ 15.40</b>

**PRORATED SALARY ESCALATION**

	% Est Increase (salary)	
Escalation (0% of Labor x 0% Increase)	0.0	\$ -
<b>Sub-Total Salary Escalation</b>	<b>Total</b>	<b>\$ -</b>

<b>Gorman Preservation Associates LLC Total Project Costs</b>	<b>\$ 6,135</b>
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**Exhibit B - Fee Schedule**  
**City of Spokane**  
**Preliminary Engineering Services for Thorpe Tunnel Project**  
**Phase 1 - Alternatives Analysis**  
**3/5/2025**

Hanson Professional Services Inc.

	Description	Notes	PM / Railway Engineer EAS VIII	Structural Engineer EAS IV, V, VI	Civil Engineer EAS V/VI	Admin V/VI	Total Hours	Total Direct Salary Cost	OH (1.644)	Total Fee per Task	Total per Task
<b>Task 1</b>	<b>Project Management and Coordination</b>										
1.1	Project Administration		4			2	6	\$ 420.00	\$ 690.48	\$ 126.00	\$ 1,236.48
1.2	Project Coordination						0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation						0	\$ -	\$ -	\$ -	\$ -
1.4	Transportation Commission Presentation						0	\$ -	\$ -	\$ -	\$ -
1.5	Quality Assurance / Quality Control						0	\$ -	\$ -	\$ -	\$ -
<b>Task 2</b>	<b>Engagement</b>										
2.1	BNSF and WSDOT Coordination and Approvals		20				20	\$ 1,700.00	\$ 2,794.80	\$ 510.00	\$ 5,004.80
<b>Task 3</b>	<b>Baseline Conditions</b>										
3.1	Transportation		2				2	\$ 170.00	\$ 279.48	\$ 51.00	\$ 500.48
3.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping						0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping						0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum						0	\$ -	\$ -	\$ -	\$ -
<b>Task 4</b>	<b>Concept Development &amp; Analyses</b>										
4.1	Alternative Concept Layouts						0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions		4	2			6	\$ 476.00	\$ 782.54	\$ 142.80	\$ 1,401.34
4.3	Planning-Level Opinions of Cost		1		1		2	\$ 150.00	\$ 246.60	\$ 45.00	\$ 441.60
<b>Task 5</b>	<b>Concept Analyses and Evaluation</b>										
5.1	Transportation		3	1			4	\$ 323.00	\$ 531.01	\$ 96.90	\$ 950.91
5.2	Utilities and Stormwater						0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review						0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review						0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use						0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs						0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution						0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal		1				1	\$ 85.00	\$ 139.74	\$ 25.50	\$ 250.24
5.9	Evaluation Memorandum		2				2	\$ 170.00	\$ 279.48	\$ 51.00	\$ 500.48
<b>Total Hours per person</b>			<b>37</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>43</b>	<b>\$ 3,494.00</b>	<b>\$ 5,744.14</b>	<b>\$ 1,048.20</b>	<b>\$ 10,286.34</b>

**BURDENED LABOR COST**

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 85.00	\$ 68.00	\$ 65.00	\$ 40.00		<b>Sub-Totals</b>
Direct Salary Cost (DSC)		\$ 3,145.00	\$ 204.00	\$ 65.00	\$ 80.00		\$ 3,494.00
Overhead Cost (1.644 of DSC)	164.40%	\$ 5,170.38	\$ 335.38	\$ 106.86	\$ 131.52		\$ 5,744.14
Fee ( 0.3 of DSC)	30%	\$ 943.50	\$ 61.20	\$ 19.50	\$ 24.00		\$ 1,048.20
<b>Sub-Total Burdened Labor Cost</b>		<b>\$ 9,258.88</b>	<b>\$ 600.58</b>	<b>\$ 191.36</b>	<b>\$ 235.52</b>		<b>\$ 10,286.34</b>

**REIMBURSABLES**

Item	Quantity	Unit Cost	Sub-Totals
Reproduction / Other	0	\$ 1.00	\$ -
Mileage (GSA) 2025-01	300 miles per month	\$ 0.70	\$ 245.00
Postage/Courier	0	\$ 1.00	\$ -
Field Equipment	0	\$ 1.00	\$ -
Parking	0	\$ 1.00	\$ -
Food Per Diem	0	\$ 1.00	\$ -
Lodging	0	\$ 1.00	\$ -
Ground Transportation	0	\$ 1.00	\$ -
Air Fare	0	\$ 1.00	\$ -
<b>Sub-Total Reimbursables</b>			<b>\$ 245.00</b>

**PRORATED SALARY ESCALATION**

Escalation (0% of Labor x 0% Increase)	% Est Increase (salary)	\$ -
	0.0	

<b>Sub-Total Salary Escalation</b>	<b>Total</b>
------------------------------------	--------------

<b>Hanson Professional Services Inc. Total Project Costs</b>	<b>\$ 10,531</b>
--	------------------



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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> Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C No. Ext):</b> 770.220.7699 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Union Fire Ins Co of Pittsburg	<b>NAIC #</b> 19445
<b>INSURED</b> KPFF, Inc. 1601 5th Ave Suite 1600 Seattle WA 98101		KPFFINC	
		<b>INSURER B:</b> The Travelers Indemnity Company	25658
		<b>INSURER C:</b> New Hampshire Insurance Company	23841
		<b>INSURER D:</b> Allied World Surplus Lines Insurance Co	24319
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1548958404

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268336	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9775930	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7X94996724NF	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<input checked="" 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	N/A	WC022298245 (AOS) WC022298244 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<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
D	Professional/Pollution Liability			03120067	4/1/2024	4/1/2025	Per Claim Aggregate SIR:	10,000,000 10,000,000 250,000

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

Re: Project #2024077 - Thorpe Tunnels. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 421 West Riverside Avenue, Suite 524  
 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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
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:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



< **Business Lookup**

## License Information:

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

**Entity name:** KPFF, INC.

**Business name:** KPFF CONSULTING ENGINEERS

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


**UBI #:** 578-063-612

**Business ID:** 001

**Location ID:** 0004

**Location:** Active

**Location address:** 421 W RIVERSIDE AVE  
STE 524  
SPOKANE WA 99201-0402

**Mailing address:** 1601 5TH AVE  
STE 1300  
SEATTLE WA 98101-3601 

**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State information:**

[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane General Business</a>				Active	Jul-31-2025	Oct-01-2019

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACK, JASON	
GAVAN, JOHN	
KALGHATGI, NIKHIL	

## Registered Trade Names

Registered trade names	Status	First issued
KPFF CONSULTING ENGINEERS	Active	May-23-2000

 [View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
3/11/2025 7:08:27 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

3/10/2025

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

PLANNING &amp; ECONOMIC

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

MAREN X6737

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

MMURPHY@SPOKANECITY.ORG

**Agenda Item Type**

Information Only - Committee

**Council Sponsor(s)**

KKLITZKE JBINGLE

**Sponsoring at Administrators Request**

NO

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

0650 CLIMATE PLANNING PROJECT UPDATE

**Agenda Wording**

Update on Phase 1 Climate Planning and Engagement: Climate Vulnerability Index and Community Survey Report

**Summary (Background)**

City staff will provide an update on the Phase 1 climate planning and engagement, with a focus on the recently launched Spokane Climate Vulnerability Index and an overview summary of the climate community survey. The City of Spokane is developing climate planning under HB 1181 to enhance community resilience, reduce greenhouse gas emissions, and prioritize environmental justice to avoid worsening environmental health disparities. Climate planning is part of the City's general periodic update requirement for the comprehensive plan, which is due in June 2026. The Spokane Climate Planning project webpage includes project updates and deliverables, including the link to the Spokane Climate Vulnerability Index: <https://my.spokanecity.org/climateplanning>.

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

Climate change does not impact everyone equally. Core to climate planning is building climate resilience and developing goals and policies in the comprehensive plan that support communitywide climate resilience, environmental justice, and equity. This climate planning grant emphasizes the importance of developing a public engagement strategy and ensuring that historically underrepresented and overburdened communities are included in the early and continuous planning efforts. WA Commerce recommends that establishing a climate policy advisory team that includes leaders within overburdened communities that are most impacted

**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 planning work will focus on both quantitative and qualitative data through the lens of climate and equity. Quantitative data will be collected, analyzed and reported related to vulnerability risks and climate hazards, and an equitable approach will be taken to look at the intersections of race, income, gender, ability, and other disparities to understand our community’s vulnerabilities and those at highest risk for climate impacts. Data will also be collected through qualitative means through the development of a climate vision statement, and outreach will focus on engaging with community members to understand unique perspectives, asset and

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

Following the 2026 Periodic update to the City’s Comprehensive Plan, RCW 36.70A.130 now requires that the city reassess the plan every 5 years. An Implementation Progress Report will be required in 2031.

**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: Council Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. “update the Comp Plan with ...climate goals”

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 420,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
The WA Dept. of Commerce has funding for climate planning for the 2023-2025 biennium. Council accepted \$420,000 for Phase 1 of climate planning (RES 2024-0142). The Commerce climate planning grant is supported with funding from the Climate Commitment Act.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense \$ 420,000	# 1360-94175-99999-33442-20263
Expense \$ 420,000	# 1360-94175-58700-54201-20263
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>	
Phase 1 funding is 2023-2025, Phase 2 funding is 2025-2027.	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	
<b><u>Division Director</u></b>	
<b><u>Accounting Manager</u></b>	
<b><u>Legal</u></b>	
<b><u>For the Mayor</u></b>	
<b>Distribution List</b>	
	mmurphy@spokanecity.org
tblack@spokanecity.org	lcallen@spokanecity.org
eking@spokanecity.org	sgardner@spokanecity.org
smacdonald@spokanecity.org	



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Council Meeting Date:** 04/14/2025

		<b>Date Rec'd</b>	2/20/2025
		<b>Clerk's File #</b>	OPR 2025-0224
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE COLLECTION	<b>Bid #</b>	RFQ 6318-25
<b>Contact Name/Phone</b>	CHRIS AVERYT 625.6540	<b>Requisition #</b>	CR 27309
<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>	4500 & 4490 MULTI-YEAR AGREEMENT WITH SENSKE SERVICES		

**Agenda Wording**

Three-year contract, with option to renew for one (1) additional year, with Senske Lawn and Tree Care, LLC, d/b/a Senske Services, for lawn maintenance and weed control services at the Nelson Complex and Waste to Energy Facility -- annual expenditure of \$43,905.00, plus applicable taxes.

**Summary (Background)**

A bid invitation (RFQ #6318-25) was issued to companies registered with MRSC Rosters under the categories of Landscape Equipment Repair & Maintenance, Landscape Maintenance, and Vegetation Spraying. Eight (8) companies attended the mandatory pre-bid meeting and all eight (8) submitted bids. Senske Services was the lowest responsive bidder and took no exceptions. This contract covers the Waste to Energy Facility and the Nelson Complex. The Nelson Complex includes the Spokane Central Service Center, Street Department Administration Building & Warehouse, and the Broadway Wash & Fuel Stations. Solid Waste Collection owns and is responsible for vegetative maintenance at the Nelson Complex.

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

No impacts are identified. Public works services are designed to service all residents and businesses. We recognize the need to maintain affordability and predictability for all utility customers and are committed to being financially and environmentally responsible. This contract supports Public Works operations.

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

N/A - This is a preventative maintenance contract for city owned properties and should not impact any group. The contractor is governed by the WA State Department of Labor & Industries.

**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 aligns with the city's procurement and purchasing policies.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 131,715.00, plus tax
Current Year Cost	\$ 43,905.00, plus tax
Subsequent Year(s) Cost	\$ 43,905.00, plus tax
<b><u>Narrative</u></b>	
This is routine property maintenance that is arranged for annually in Solid Waste Collection & Disposal's budgets.	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 30,910.00, plus tax, annually	# 4500-30210-37141-54212-99999
Expense \$ 12,995.00, plus tax, annually	# 4490-44100-37148-54212-99999
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, this funding source is sustainable through revenue obtained by providing solid waste collection and disposal services to the public.	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
N/A	
<b>Approvals</b>	
<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	MILLER, KATHERINE E
<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>	
Signer: Andrew Spears/awspears@senske.com	caveryt@spokanecity.org
rschoonover@spokanecity.org	jsalstrom@spokanecity.org
Tax & Licenses	mdorgan@spokanecity.org
rrinderle@spokanecity.org	glafrenz@spokanecity.org
tmccollough@senske.com>	



**City of Spokane**  
**MULTI-YEAR  
VEGETATIVE MAINTENANCE  
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SENSKE LAWN AND TREE CARE, LLC., d/b/a SENSKE SERVICES**, whose address is 7115 East Cataldo Avenue, Spokane Valley, Washington 99212, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the purpose of this Agreement is to provide Lawn Maintenance Services for the property located at Nelson Complex and Waste to Energy; and*

*WHEREAS, the Contractor was selected from MRSC Roster and a Request for Quotes (RFQ #6318-25).*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 1, 2025, and ends on March 31, 2028, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for one (1) additional one-year contract period.

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

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

**3. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

**Lawn Maintenance Services at the Nelson Complex (915 N. Nelson St., Spokane, WA) and the Waste to Energy Facility (2900 S. Geiger Blvd., Spokane, WA).**

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FORTY-THREE THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS (\$43,905.00)** annually plus sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Department services are performed: Spokane Solid Waste Collection, Administration Office, 915 North Nelson Street, Spokane, Washington 99207 (or via Email – Attn Rachel Schoonover at [rschoonover@spokanecity.org](mailto:rschoonover@spokanecity.org)) or Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224 (or via Email - Attn Michelle Dorgan at [mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)). All invoices should include the Department Contract No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

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

**6. VEGETATIVE MAINTENANCE.**

The following Vegetative Maintenance requirements apply to the Work under this Agreement:

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

on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

#### **9. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents,

officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **10. INSURANCE.**

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the 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.

**11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail



required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

#### **18. 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.

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

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### **20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the

Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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

**SENKE LAWN AND TREE CARE, LLC.  
d/b/a SENKE SERVICES**

**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 – Debarment Certification
- Certification of Compliance with Wage Payment Statutes
- Exhibit B – Contractor’s General Scope of Work

U2025-034a

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
  
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**EXHIBIT B**

**Bid Response Summary**

**Bid Number** RFQ 6318-25  
**Bid Title** Lawn Maintenance Services - Prevailing Wage, Unit Price  
**Due Date** Monday, February 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Senske Lawn & Tree Care  
**Submitted By** tmccollough@senske.com tmccollough@senske.com - Friday, February 7, 2025 9:22:51 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 tmccollough@senske.com

**Comments****Question Responses**

Group	Reference Number	Question	Response
MANDATORY PRE-BID CONFERENCE			
	1	A Mandatory Pre-Bid Conference will be held on Wednesday, January 29, 2025, at TIME 10:00 AM at the Nelson Center, Admin Office, 915 N. Nelson Street, Spokane WA 99202. The Mandatory Site Visit will continue at the Spokane Solid Waste Disposal, Waste to Energy Facility (WTEF) Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224. **Only those bidders vendors who attend the Mandatory Pre-Bid Conference at both locations will be able to bid. Contractors were required to sign the sign-in sheet for each site visit location.	I acknowledge
CONTACT INFORMATION			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Senske Services Tim McCollough 7115 E. Cataldo Spokane Valley, WA 99212 tmccollough@senske.com
	2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Tim McCollough 509-370-2620 tmccollough@senske.com

TERMS AND CONDITIONS		
1	Bidder acknowledges that they have read and understand the Terms and Conditions Pages 28-32 of the RFQ 6318-25 bid document in the 'Documents' tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	RFQ 6318-25 No Exception Letter.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
TECHNICAL GROUP		
1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	1
2	BIDDER'S REPRESENTATION: The Bidder by making its Bid represents that it has read and understands the bid document, RFQ 6318-25 Bid Document Addendum 1 (1-30-2025), Lawn Maintenance Services - Prevailing Wage, Unit Price, and attachments, located in the 'Documents' tab, document entitled "RFQ 6318-25 Bid Document Addendum 1 (1/30/2025), and has visited the sites and familiarized itself with the locations and conditions under which the services are to be performed.	I acknowledge and agree



3	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly the payment of prevailing wages in making their bids.</p>	I acknowledge and agree
5	<p>Please download the 'RFQ 6319-25 REVISED Pricing Pages - Addendum 1 (1/30/2025), pages 12-20 of the RFQ 6318-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	RFQ 6318-25 Revised Pricing Pages.pdf
5.1	<p>The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed. Multiple Awards may be in any combination that best serves the city.</p>	I acknowledge and agree
6	<p>Bidder acknowledges that has review and understands the "Chemical Application Requirements, page 21 of the RFQ 6318-25 bid document in the 'Documents' tab.</p>	I acknowledge and agree
6.1	<p>Download the 'Chemicals To Be Used' document, page 22 of the RFQ 6318-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	RFQ 6318-25 Chemicals to be used.pdf
6.2	<p>The Bidder acknowledges that after each chemical application performed during the contract, to include any renewals, by the awarded Vendor, the Vendor must complete an 'Application Report' document, page 23 of the RFQ 6318-25 bid document in the 'Documents' tab. All completed reports must be email to <a href="mailto:rschoonover@spokanecity.org">rschoonover@spokanecity.org</a> within one week of performing an application.</p>	I acknowledge and agree

7	Please download the 'Subcontractor List' Pages 24 of the RFQ 6315-25 bid document in the 'Documents' tab, complete, and upload the completed document here:	RFQ 6318-25 Subcontractors List.pdf
7.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I Certify
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.	



7115 E. Cataldo  
Spokane Valley, WA 99212  
Main: (509) 532-7887  
Fax: (509) 532-7899

No Exceptions Taken

Jim McAlhugh



**Bidders must complete and submit RFQ 6318-25 Revised Pricing Pages – Addendum 1, 1/30/2025, with its proposal to be consider responsive.**

**RFQ 6318-25, REVISED PRICING PAGES – ADDENDUM 1, 1/30/2025**

These Next Nine Pages (Pages #12-20) Comprising Bid Proposal Must be **COMPLETED ENTIRELY** and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5

**PROJECT:** RFQ 6318-25,  
Lawn Maintenance and Weed Control Services – Prevailing Wage, Unit Price Contract

**BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

**SALES TAX.**

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**QUANTITIES.**

Quantities, when used, 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. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Payment would only be made for actual services perform and accepted as per contract rates.

**BID OFFER.**

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

The bidder proposes to do the services at the following all-inclusive, firm-fixed-unit pricing, taking into account any all cost required to perform service of this RFQ. No other cost will be allowed later.

**April 1, 2025 Through March 31, 2026**

Prices shall be firm throughout the first year of the contract period, 4/1/2025 through 3/31/2026.

**For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.**

RFQ 6518-25 Pricing Pages			
SPOKANE CENTRAL SERVICE CENTER, STREET DEPARTMENT ADMIN OFFICE & WARHOUSE, BROADWAY FUEL & WASH STATIONS			
Should a Vendor's established firm-fixed pricing structure for a service type be such that it incorporates another service type, the Vendor may enter "no additional cost" as applicable when completing pricing pages. <i>Addendum 1, 1/30/2025.</i>			
Natural/Dirt Areas, Street Warehouse, and Cul-de-sac (Reference Map 1 – Addendum 1, 1/30/2025, Red Zones)			
APPLICATION SERVICES	ESTIMATED APPLICATONS	PRICE PER APPLICATION	EXTENDED TOTAL
Bare ground Weed Control Initial Application to all red zone areas on Map 1.	1	\$ 775	\$ 775
Bare ground Weed Control Follow Up Application to all red zone areas on Map 1.	1	\$ Included	\$ Included
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc).	1	\$ 180	\$ 180
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	2	\$ 91	\$ 182
Non-Irrigated Area (Reference Map 1 – Addendum 1, 1/30/2025, Yellow Zones)			
APPLICATION SERVICES	ESTIMATED APPLICATONS	PRICE PER APPLICATION	EXTENDED TOTAL
Broadleaf Weed Control Initial Treatment	1	\$ 846	\$ 846
Broadleaf Weed Control Follow Up Treatment	1	\$ 846	\$ 846
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL

Mow or String Trim (mulch or remove clippings as needed; blow clippings off hard surfaces)	4	\$ 300	\$ 1200
<b>CLEANUP SERVICES</b>	<b>ESTIMATED OCCURRENCES</b>	<b>PRICE PER OCCURRENCE</b>	<b>EXTENDED TOTAL</b>
Area inside and outside fence along Broadway Avenue -- Initial Spring Cleanup (Brush cutting, removing trash, etc).	1	\$ 270	\$ 270
Area inside and outside fence along Broadway Avenue – Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	2	136	272
<b>Irrigated &amp; Partially Irrigated Areas (Reference Map 1 – Addendum 1, 1/30/2025, Green Zones)</b>			
<b>LAWN SERVICES</b>	<b>ESTIMATED OCCURRENCES</b>	<b>PRICE PER OCCURRENCE</b>	<b>EXTENDED TOTAL</b>
Aerating	1	\$ 280	\$ 280
Mow Lawn Areas (Weekly starting approximately April 1st unless delayed by contract finalization; mulch or remove clippings as needed)	28	\$ 165	\$ 4620
String Trim Mowed Areas (Weekly; blow clippings off hard surfaces)	28	\$ Included	\$ Included
Blade-edge Areas (Bi-weekly; blow clippings off hard surfaces)	14	\$ Included	\$ Included
<b>APPLICATION SERVICES</b>	<b>ESTIMATED APPLICATIONS</b>	<b>PRICE PER APPLICATION</b>	<b>EXTENDED TOTAL</b>
Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	3	\$ 282	\$ 846
Lawn Weed Control Initial Application	1	\$ 282	\$ 282
Lawn Weed Control Follow Up Application	2	\$ 282	\$ 564

<b>Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines, Sidewalks &amp; CNG Walking Paths</b> <b>(Reference Map 1 – Addendum 1, 1/30/2025, Blue Zones)</b>			
APPLICATION SERVICES	ESTIMATED APPLICATONS	PRICE PER APPLICATION	EXTENDED TOTAL
Insect Treatment - Trees	1	\$ 182	\$ 182
Insect Treatment – Shrubs	1	\$ 182	\$ 182
Shrub/Rock Beds & Bark by Trees Weed Control Initial Application (Include pre-emergent weed control)	1	\$ 1120	\$ 1120
Shrub/Rock Beds & Bark by Trees Weed Control Follow Up Treatments	5	\$ 277	\$ 1385
Curb Line Weed Control – Nelson St & Desmet Ave	5	\$ Included	\$ Included
Sidewalk Cracks Weed Control – Nelson St & Desmet Ave	3	\$ Included	\$ Included
Walking Paths Weed Control – Solid Waste CNG Truck Parking Area	3	\$ Included	\$ Included
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet -- Initial Spring Clean Up (Removing trash, tumbleweeds, leaves, etc.)	1	\$ 1310	\$ 1310
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Monthly Follow Up Cleaning (Removing trash, tumbleweeds, large weeds, leaves, etc.)	7	\$ 136	\$ 952
Curb Lines & Sidewalks on Nelson & Desmet – Initial Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	1	\$ Included	\$ Included
Curb Lines & Sidewalks on Nelson & Desmet – Follow Up Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	1	\$ Included	\$ Included

PRUNNING & WEEDING SERVICES	ESTIMATED HOURS	PRICE PER HOUR	EXTENDED TOTAL
Pruning Trees	50 (Addendum 1)	\$ 91	\$ 4550
Man Lift or Boom Truck Hourly Price When Required For Pruning Trees (Lift / Boom is an addition to Pruning Tree Cost Above)	30 (Addendum 1)	\$ 150	\$ 4500
Trimming & Shaping Bushes, Cutting Back Ornamental Grasses & Plants, etc.	80 (Addendum 1)	\$ 45	\$ 3600
Hand Weeding Rock Beds (includes pulling dead perennials and large weeds in spring, weeding throughout year)	25	\$ 45	\$ 1125
<b>Combined Areas (Reference Map 1 – Addendum 1, 1/30/2025, Yellow and Green Zone Colors)</b>			
CLEANUP SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
All Areas & Parking Lots – Fall Leaf Clean Up	1	\$ 841	\$ 841
<b>Extended Subtotal</b>			\$ 30,910
<b>WA State Tax 9%</b>			\$ 2781.90
<b>OVERALL EXTENDED TOTAL</b>			\$ 33,691.90
<b>SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY</b>			
<b>Mowing Service Areas: (Reference Map 2, Green Zones)</b>			
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Irrigated Grass Areas: To Be Mowed Weekly starting approximately April 1st	28	\$ 270	\$ 7560
APPLICATION SERVICES	ESTIMATED APPLICATIONS	PRICE PER APPLICATION	EXTENDED TOTAL
Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	3	\$ 750	\$ 2250
Lawn Weed Control Initial Application	1	\$ 750	\$ 750
Lawn Weed Control Follow Up Application	2	\$ 750	\$ 1500



<b>Mowing Service Areas: (Reference Map 2, Green Zones)</b>			
LAWN SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Non-Irrigated Areas: To Be Mowed Monthly starting approximately April 1st	6	\$ 90	\$ 540
<b>Weed Control Treatment Services Areas: (Reference Map 3, Orange Zones)</b>			
BROAD LEAF WEED CONTROL SERVICES	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Annual "Broad Leaf Weed Control" Treatment.	1	\$ 120	\$ 120
<b>Non-Landscaped Areas: (Reference Map 3, Red Zones)</b>			
WEED CONTROL SERVICES NON-LANDSCAPED AREAS:	ESTIMATED OCCURRENCES	PRICE PER OCCURRENCE	EXTENDED TOTAL
Annual "Kill-All Vegetation" Treatment	1	\$ 275	\$ 275
<b>SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY</b>			
<b>Extended Subtotal</b>			\$ 12995
<b>WA State Tax 9%</b>			\$ 1169.55
<b>OVERALL EXTENDED TOTAL</b>			\$ 14164.55
<b>OVERALL GRAND EXTENDED TOTAL</b>			
<b>SPOKANE CENTRAL SERVICE CENTER, STREET DEPARTMENT ADMIN OFFICE &amp; WARHOUSE, BROADWAY FUEL &amp; WASH STATIONS</b>		<b>Overall Extended Total</b>	\$ 33,691.90
<b>SPOKANE SOLID WASTE DISPOSAL, WASTE TO ENERGY FACILITY</b>		<b>Overall Extended Total</b>	\$ 14,164.55
<b>OVERALL GRAND EXTENDED TOTAL</b>			\$ 47,856.45

**ADDENDA.**

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

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$0.00 per working day until the work is satisfactorily completed.

**BIDDER RESPONSIBILITY.**

U.B.I. Number 600-124-706

City of Spokane Business License Number 600-124-706 / SENSKLT 117 PT

**NON-COLLUSION**

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS**

The Vendor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

Name of Bidder: Tim McLaughlin

Tim McLaughlin  
Signature of Bidder's Authorized Representative

account Executive  
Title

7115 E. Cataldo, Spokane Valley WA 99212  
Address

509-370-2620  
Phone

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF  
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION**

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF
WA. STATE CERTIFICATION NO.	SUBCONTRACTS / SUPPLIES

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MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
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WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
--------------------------------------	----------	-----------	----------

COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
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\*Designate MBE or WBE

Mr./ Mrs./ Ms. \_\_\_\_\_ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

**Chemicals To Be Used:**

Please designate the products to be applied in each area.  
Additional paper may be used if necessary.

AREA	PRODUCT(S)	USED FOR
NATURAL/DIRT AREAS, STREET WAREHOUSE, CUL-DE-SAC & BROADWAY FENCE LINE (RED ON MAP)	Vandal Glyphosate Weedar 64	Stemlant Broadleaf Broadleaf
NON-IRRIGATED AREAS (Map 1, Yellow Zones)	Hi Dep	Broadleaf
IRRIGATED & PARTIALLY IRRIGATED AREAS (Map 1, Green Zones)	Trimec 992 Resolute Battle ship	Broadleaf Pre-emergent Broadleaf
ROCK BEDS, SHRUBS, TREES, CURBS, NORTH/EAST FENCE LINES & SIDEWALKS (Map 1, Blue Zones)	Resolute Callery Glyphosate Surfactant	Pre emergent Pre emergent weeds
Broad Leaf Weed Control" Treatment (Map 3, Orange Zones)	Trimec 992 Battle ship	Broadleaf Broadleaf
"Kill-All Vegetation" Treatment (Map 3, Red Zones)	Vandal Roundup Weedar 64	Stemlant Broadleaf Broadleaf

This Page (Page #24) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #7.

### SUBCONTRACTOR LIST

RFQ 6318-25,

Lawn Maintenance and Weed Control Services – Prevailing Wage, Unit Price Contract

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR National Lawn Care and Snow Removal LLC  
TYPE OF WORK/BID ITEM Mowing and Cleanup Services  
AMOUNT \$ 17,927  
CONTRACTOR'S U.B.I. Number 605-610-267

CONTRACTOR \_\_\_\_\_  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

**Map 1 – Addendum 1, 1/30/2025**

**Pertains to Service Areas for: Spokane Central Service Center, Street Department Admin Office & Warehouse, and Broadway Fuel and Wash Stations**

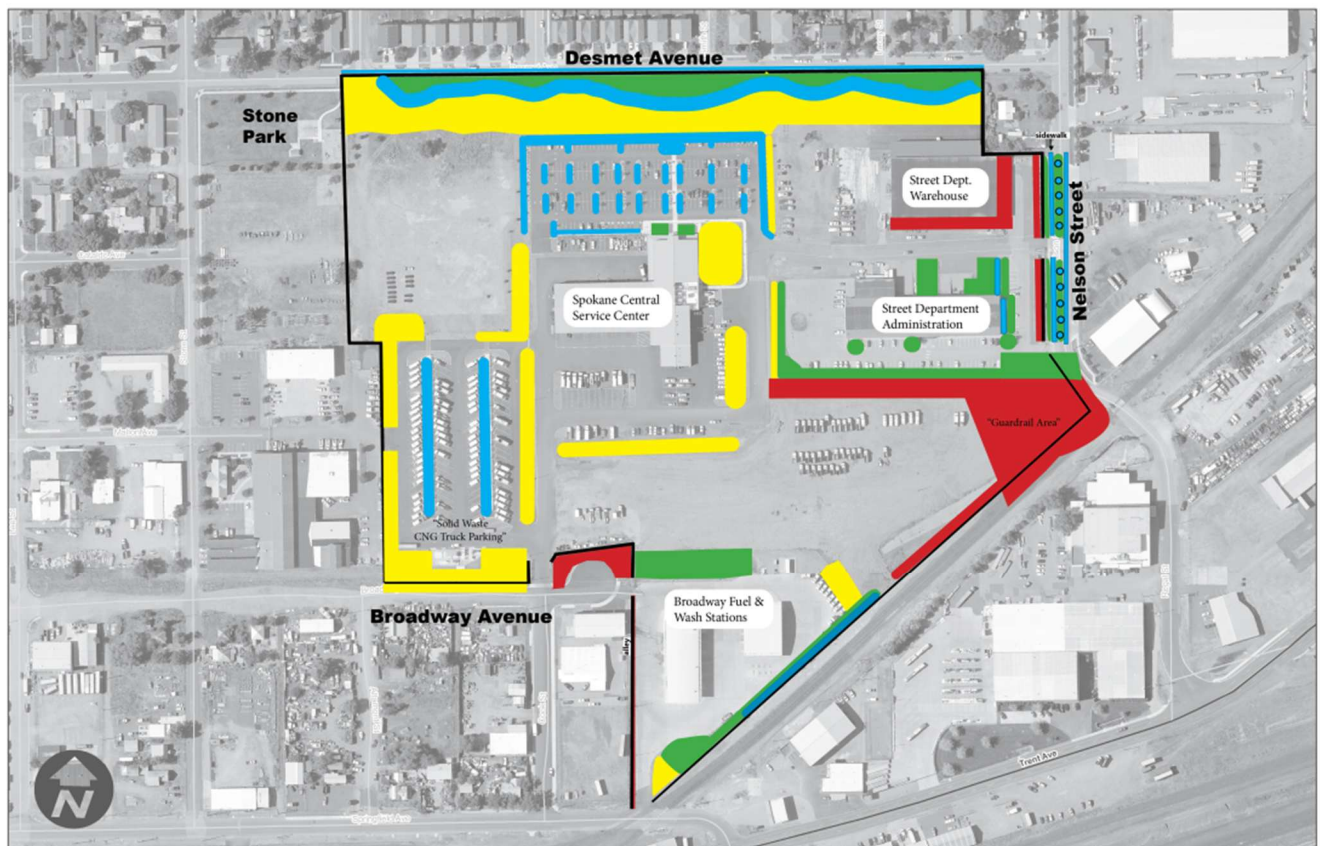
Colors:

**Red Zones:** Dirt/Natural Areas, Street Warehouse, Cul-de-Sac  
Weed Control and Cleanup Services

**Yellow Zones:** Non - Irrigated Areas:  
Weed Control and Mow/String Trim, Cleanup Services

**Green Zones:** Irrigated & Partially Irrigated Areas:  
Aerating, Mowing, String Trim, Blade-Edge, Fertilizer, and Weed Control  
Services

**Blue Zones:** Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines,  
Sidewalks, and CNG Walking Paths:  
Insect, Weed Control, Cleanup Services, and Pruning Services



## Map 2: Pertains to Spokane Solid Waste Disposal, WTEF - Lawn Service Areas

Colors:

**Green Zones:** Irrigated Grass Areas  
Mowing Service Areas, Lawn Fertilizer Areas, and Lawn Weed Control Areas

**Yellow Zones:** Non-Irrigated Areas: Mowing Service Areas

**Red Zones:** No Actions Required





**Map 3: Pertains to Spokane Solid Waste Disposal, WTEF - Weed Control Service Areas**

Colors:

**Orange Zones:** Annual "Broad Leaf Weed Control" Treatment

**Red Zones:** Non-Landscaped Areas: Annual "Kill-All Vegetation" Treatment





< Business Lookup

**License Information:**

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

**Entity name:** SENSKE LAWN AND TREE CARE, LLC

**Business name:** SENSKI LAWN AND TREE CARE, INC.

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

**UBI #:** 600-124-706

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 7115 E CATALDO AVE  
SPOKANE VALLEY WA 99212-1160

**Mailing address:** 400 N QUAY ST  
KENNEWICK WA 99336-7734

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Asotin County General Business - Non-Resident</a>				Active	Jan-31-2026	Jun-12-2023
<a href="#">Cheney General Business - Non-Resident</a>				Active	Jan-31-2026	Feb-07-2020
<a href="#">Spokane General Business - Non-Resident</a>	T12014263BUS			Active	Jan-31-2026	Oct-15-2012
<a href="#">Spokane Valley General Business</a>	01032			Active	Jan-31-2026	Feb-09-2004

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
SENSKE, CATHERINE	
SENSKE, CHRISTOPHER NMI	

**Registered Trade Names**

Registered trade names	Status	First issued
SENSKE LAWN & TREE CARE INC	Active	Mar-17-2017
SENSKE LAWN & TREE CARE, INC	Active	Mar-10-2017
SENSKE LAWN AND TREE CARE INC	Active	Apr-15-2022
SENSKE SERVICES	Active	Dec-20-2023
SUPER GREEN	Active	Apr-22-1985

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/17/2025 9:04:32 AM

[Contact us](#)

How are we doing?  
[Take our survey!](#)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

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> Arthur J. Gallagher Risk Management Services, LLC 12750 Merit Drive, Suite 1000 Dallas TX 75251	<b>CONTACT NAME:</b> CertRequests@ajg.com <b>PHONE (A/C. No. Ext):</b> 972-991-3700 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C. No):</b> 972-991-4061													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Alaska National Insurance Company</td> <td>38733</td> </tr> <tr> <td>INSURER B : Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Alaska National Insurance Company	38733	INSURER B : Homeland Insurance Company of New York	34452	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Alaska National Insurance Company	38733														
INSURER B : Homeland Insurance Company of New York	34452														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Senske Lawn and Tree Care, LLC 400 North Quay Street Kennewick,, WA 99336	SENLAWN-01														

**COVERAGES**

CERTIFICATE NUMBER: 560887739

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			24A PS 12454	1/31/2024	4/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			24A AS 12454	1/31/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			24A LU 12454	1/31/2024	4/30/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	25A WS 12454	1/31/2025	4/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Pollution and Professional Leased/Rented Equipment			793-01-17-17-0002 24A IA 12454	1/28/2024 1/31/2024	4/30/2025 4/30/2025	Limit/Deductible Limit \$1,000,000/\$25,000 \$220,000

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

10 day notice of cancellation for non-payment; 30 day notice of cancellation for any other reason

Excess liability follows form

See Attached...

**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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## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Senske Lawn and Tree Care, LLC 400 North Quay Street Kennewick,, WA 99336	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is an Additional Insured as respects to the General and Excess Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.  
 RE: Operations performed by the Named Inured Additional Insured status applies per the attached forms.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Council Meeting Date:** 04/14/2025

		<b>Date Rec'd</b>	3/10/2025
		<b>Clerk's File #</b>	OPR 2025-0246
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	INTEGRATED CAPITAL	<b>Bid #</b>	RFP 6265-24
<b>Contact Name/Phone</b>	INGA NOTE 625-6331	<b>Requisition #</b>	MASTER
<b>Contact E-Mail</b>	INOTE@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>	4250 - TRAFFIC DATA COLLECTION ON-CALL SERVICES		

**Agenda Wording**

Master on-call contract with Quality Counts, LLC (Athol, ID) for traffic data collection services.

**Summary (Background)**

Transportation Engineering staff in ICM has a variety of state, federal and local projects requiring traffic data. Streets has been short-staffed and not always able to provide count data. This contract will allow for a consulting firm to provide that data when needed. Specific projects requiring data collection include the Transportation Impact Fee update work for 2025, several traffic calming projects, and the Safe Streets for Spokane grant. The data collection cost will be billed to outside funding sources whenever possible. Request for Proposals #6265-25 was opened on February 3, 2025, with four proposals received for traffic data collection services. On-call services for a period of two years with option for two one-year renewals.

**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**

None. Although the need for pre and post project speed and volume data has been discussed at the Traffic Calming Subcommittee.

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 250,000.00
Current Year Cost	\$ 75,000.00
Subsequent Year(s) Cost	\$ 175,000.00
<b><u>Narrative</u></b>	
See discussion of funding source under Summary.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense \$ 250,000.00	# various
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>	
Impact Fee Program, Grants, Traffic Calming.	
<b>Expense Occurrence</b>	Recurring
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
Recurring over 2-4 years.	
<b>Approvals</b>	
<b>Additional Approvals</b>	
<b>Dept Head</b>	DAVIS, MARCIA
<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>	
Dan Franz – dfranz@qualitycounts.net	eraea@spokanecity.org
Tax&licenses@spokanecity.org	jrhall@spokanecity.org
publicworksaccounting@spokanecity.org	icmaccounting@spokanecity.org
pkurtz@qualitycounts.net	inote@spokanecity.org



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: DATA TRAFFIC COLLECTION**  
**ON CALL SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUALITY COUNTS, LLC**, whose address is 1667 Kelso Lake Road, Athol, Idaho 83801 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to conduct On-Call Traffic Data Collection Services; and*

*WHEREAS, the Consultant was selected from RFP 6265-25, issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 15, 2025, and ends on April 14, 2027, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

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

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Consultant's Response to RFP and attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.



#### 4. COMPENSATION.

Total compensation for Consultant's on-call services under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

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

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

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

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. INDEMNIFICATION.**

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **11. INSURANCE.**

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

A. Worker's Compensation Insurance in compliance with RCW 51, 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 on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.

i. Acceptable **supplementary Umbrella insurance** coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

## **12. DEBARMENT AND SUSPENSION.**

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

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

## **15. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

## **16. ASSIGNMENT AND SUBCONTRACTING.**

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

## **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall



have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**QUALITY COUNTS, 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 to this Contract:**

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Response to RFP

**EXHIBIT A**

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

**EXHIBIT B**



February 3, 2025

City of Spokane  
Purchasing & Contracts  
915 N. Nelson St.  
Spokane, Washington 99202

**Re: RFP for Traffic Data Collection On-Call Services**

Dear Connie Wahl,

It is our pleasure to submit this proposal to provide Traffic Data Collection On-Call Services to the City of Spokane. Quality Counts (QC) is committed to delivering reliable and accurate traffic data to support the City's planning and infrastructure initiatives. With our proven expertise, local presence, and innovative technology, we are prepared to meet your traffic data collection needs effectively and efficiently.

**Firm Overview & Local Presence** – For over 20 years, QC has provided valuable data to support planning and engineering efforts in Washington. Since 2021, QC, a limited liability company, has serviced the Spokane area from our Athol, ID office. We take pride in being your local traffic data collection provider. Our proximity ensures rapid response times and efficient execution of projects, even under challenging conditions such as snow or ice. I, as Principal-in-Charge, am authorized to represent QC in this contract. **Dan Franz**, located in Athol, will serve as your Project Manager and primary point of contact, managing data collection efforts and ensuring all work meets the City's requirements. With our experienced staff, ample resources, and effective management strategy, we are well-equipped to serve the City as a reliable data collection partner.

**Capability & Scalability** – Since 2001, QC has supported municipalities across the region, completing counts at over 12,000 locations across Washington and 500 locations in the Spokane area. Our extensive inventory includes over 2,100 video recording devices, allowing us to deploy resources flexibly and complete high-volume data collection projects on schedule. Our technology and capacity allow us to process over 10,000 hours of video per week, ensuring timely delivery of results. We can also provide additional TMC hours or expanded datasets at a low cost, offering even greater value for the City.

**Advanced Technology** – QC is the developer and provider of DataPoint, our proprietary, GIS-based traffic count management platform. As requested, our team will upload all collected data directly into the platform, ensuring transparency, easy access, and organized storage. Additionally, we offer DataLens, our AI-driven video analysis software, which processes counts while performing built-in QA/QC to enhance data accuracy. DataLens allows us to provide longer duration counts more cost-effectively, conduct speed counts in circumstances where tubes are ineffective – including in snowy weather – collect bike and pedestrian data with class counts, and can also provide near miss video analysis, identifying potential conflict points among vehicles, pedestrians, and cyclists.

QC has no current or former employees from participating agencies on staff or our governing board within the last 12 months. QC acknowledges and agrees to comply with all terms and conditions outlined in the RFP.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting Spokane's data collection needs with our innovative tools, experienced team, and scalable solutions. If you have any questions, please feel free to contact me directly at 503.620.4242 or [pkurtz@qualitycounts.net](mailto:pkurtz@qualitycounts.net).

Sincerely,

Peter Kurtz | Chief Operating Officer

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**Quality Counts, LLC**

1667 KELSO LAKE RD. ATHOL, ID 83801

P: 971.223.0000 | F: 954.692.9086 | [QualityCounts.net](http://QualityCounts.net)



## TECHNICAL PROPOSAL

### Project Understanding

#### Project Understanding

Quality Counts (QC) fully understands the City of Spokane's requirements for on-call traffic data collection services as outlined in the RFP. The City seeks a reliable partner to provide accurate and timely traffic data, including vehicle speed, volume, classification, pedestrian and bicycle volume, and turning movement counts. QC is well-prepared to meet and exceed these expectations with our extensive experience, skilled team, and advanced technology.

QC has the capacity to not only meet, but exceed data collection requirements, performing counts at up to 50 locations within a single week while maintaining accurate, post-processed reports in the required electronic format. With our team located less than 40 miles away, we can rapidly deploy and set up at new locations within hours of a request, pending availability, ensuring flexibility and responsiveness to project needs.

Our team has the expertise to manage any number of turning movement counts during the contract term, with the flexibility to accommodate weekday peak-hour counts at medium and high-volume signalized intersections, as well as low-volume unsignalized intersections. Additionally, we are fully prepared to deliver daily counts for vehicle volume, speed, and classification, adapting to the City's scheduling and reporting standards.

Our approach ensures seamless execution of the City's on-call projects. We acknowledge the importance of adhering to the City's timelines, including providing confirmation of work orders within 48 hours and completing assignments within three weeks, barring uncontrollable delays. Our deliverables will align with the City's established naming conventions and reporting formats, including PDF and Excel files as requested, ensuring consistency and usability.

Our commitment to excellence extends to our innovative solutions for traffic data collection. We utilize advanced technology, such as camera-based detection methods, to overcome challenges like snow and adverse weather that may impact traditional data collection techniques. Our team is also prepared to furnish traffic control plans where required and comply with all safety requirements.

We value the City's interest in improving traffic data collection methods and will provide recommendations to enhance the efficiency and accuracy of data collection, maintenance, and distribution. With our proven

combination of expertise, resources, and commitment to quality, QC is ready to serve as a trusted partner to meet all the City of Spokane's traffic data collection needs.

### Management Work Plan

Our organizational structure is designed to promote seamless project execution and maintain clear, efficient lines of communication. Peter Kurtz serves as the Principal-in-Charge, providing strategic oversight and ensuring all project objectives are achieved. Dan Franz, the Project Manager, is the primary point of contact and leads every phase of the project. He is actively involved in each step, ensuring clear and consistent communication between the City of Spokane and our team while coordinating efforts across all departments to deliver timely and reliable services.

Michael Frakes serves as the Lead Field Technician, prepared to support all field operations, such as equipment deployment and retrieval, and maintaining daily communication with the Project Manager. Noah Smith, the Data Processing Manager, leads data processing efforts, supported by skilled Data Processing Technicians who uphold rigorous QA/QC standards and deliver accurate reports. Nick Mathie, our Video Processing Manager, oversees all aspects of video data processing, ensuring high-quality analysis and thorough review of video footage.

Our team is highly experienced in responding proactively to challenges and adapting to any scope changes requested by the City. We are well-versed in working under tight deadlines and adjusting plans on short notice to meet project demands. Prompt communication and responsiveness are central to our approach, allowing us to address issues effectively and maintain progress without delays. By fostering close collaboration between the City and our internal team, we ensure transparency and deliver solutions that align with the City's goals and expectations.

### Approach & Methodology

#### Project Management Strategy

#### Project Mapping & Order Entry

After receiving a task order, Project Manager **Dan Franz** will map the requested survey locations using Google Maps. Sites will be reviewed using Street View and Traffic to determine appropriate equipment layouts. As a local provider, we have the capability to conduct site visits as needed to assess conditions firsthand and optimize data collection setups. Sites requiring collection will be pinned and named on the map, with one map layer utilized for each count type. The map layers will be titled based on

the scope and timing of each count type [e.g., “TMC (24-Hours)”). This map will be submitted to the City to ensure all locations and their respective collection scopes have been properly identified. Upon acceptance, the map will be exported as a .KML file and imported to QC’s online project management application, QC Hub.

### Management Tools

QC Hub stores all project data, videos, and order details, ensuring seamless tracking and management. It will be used to generate detailed estimates based on our contracted rate schedule. Key project information, including the QC Hub project number, client details, and data requirements, is also managed in an internal dashboard, which streamlines internal workflows and notifies staff of required actions as the project moves through each stage.

### Scheduling Practices

In the days before collection takes place, Dan Franz will schedule equipment setup and collection dates with Field Technicians. School and holiday schedules will be referenced to ensure data is collected when traffic is following a functional norm. Field data sheets will be downloaded from QC Hub and sent to the Field Technicians so they can develop efficient fieldwork routes. Finally, data processing and delivery dates will be assigned to the project within SmartSuite. Once these dates are entered, the corresponding tasks required of each key staff member will automatically generate and enter the respective team members’ activity queue. This process ensures the seamless and timely progression of each project QC performs. After all dates and assignments are scheduled, our team will communicate the field work and delivery dates with the City of Spokane.

### Project Delivery and Invoicing

Nick Mathie and Noah Smith will lead data processing tasks for all collected surveys. Their technicians will be tasked with verifying quality assurance and delivering the resulting data, video files, and project invoices. Their technicians will also address any report questions.

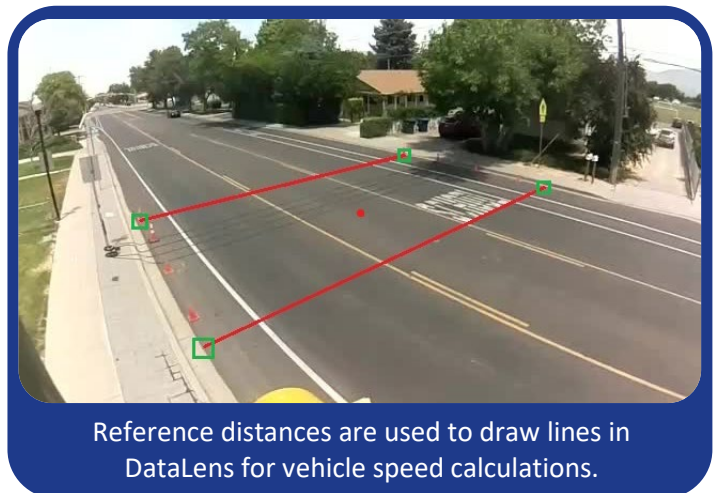
### Data Collection Approach

#### Field Work Practices

Prior to deploying camera equipment, QC Field Technicians review all video recording devices and telescoping poles ensuring devices fully charged, in optimal working condition, free from faults. We utilize StreetLogic Pro CountCAM cameras out of our 2,100-unit inventory. Each camera features internal batteries and video storage capable of recording for up to 100 hours.

When conducting field work for turning movement counts, volume counts or classification counts, QC Field Technicians mount cameras to the back of traffic signal poles or street signs. Cameras are set up to record an unobstructed view of all vehicles, pedestrians, and cyclists. As an initial step in the QA/QC process, Field Technicians observe vehicles, cyclists, and pedestrians making all possible movements to verify that the site is fully within the camera’s field of observation. Approaches are also captured to allow for upstream traffic reporting; this includes queues, unusual traffic behavior, and accidents.

To collect speed data, Field Technicians install tube counters at predetermined locations following manufacturer specifications and QC policies. This includes synchronizing clocks, setting classification bins, calibrating devices, and securing equipment. A manual test count is performed to verify accuracy by comparing registered hits to actual vehicle passes. Our equipment undergoes regular testing, monitoring, and calibration to maintain data precision.



Reference distances are used to draw lines in DataLens for vehicle speed calculations.

When speed data cannot be collected using pneumatic tubes due to factors like snowy conditions, high-speed roads, or heavy congestion, we utilize video cameras as a non-intrusive alternative. Field Technicians place survey flags or use existing road markings at known distances to serve as reference points for speed calculations during video analysis. This approach allows us to capture accurate speed data without disrupting traffic flow. While pneumatic tubes remain our primary method for speed counts, video technology provides a reliable backup to ensure data collection in challenging locations.

At every location, Field Technicians are tasked with completing field data sheets with any requested site data. These data sheets include:

- A detailed map of the count location, including per lane movement diagrams
- Weather and environmental notes
- GPS coordinates of the collection device
- Land use observations and nearby addresses
- The presence of traffic control devices
- The presence of nearby construction

The equipment is collected from the field after the survey period has ended. All video is transferred through the cloud to our Video Processing Center.



Telescoping poles are used to achieve a minimum 20 feet of camera height.

### DataLens – Video Processing

After all footage is uploaded, the quality of the video is reviewed by Video Processing Technicians. Technicians begin their work by evaluating the camera angles and field conditions present at each location. This high-level review of field conditions allows us to identify any necessary refilm needs early in the project timeline. Vehicle volumes, classifications, pedestrians, cyclists, and other data are then processed through **DataLens**, our AI-driven video processing application that is proven over 98% accurate.

QC's DataLens application uses a machine learning algorithm to identify, classify, and track vehicles, pedestrians, and cyclists. Technicians will 'gate' the origin and destination point clusters among each site approach to tabulate vehicle volumes. Vehicles are classified in up to 8 classification bins based on FHWA axle-based classes.

Vehicle speeds are based on the time it takes objects to cross two reference lines drawn between the survey flags shown in the video. The drawing of the reference lines occurs within the DataLens application. The resulting output is a report of speeds per vehicle and their corresponding timestamps. This data is binned in any interval duration for easier analysis.

### QA/QC Procedures

After the data is processed from the video, QC's proprietary MERLIN QA/QC software runs comparative checks on every interval of data for every movement among a set of locations. Data anomalies are flagged and recounted for validation. A QA/QC report is generated and sent to the data requestor that details every flag and our findings from any recounts. These notes may include details of volume variances among intersections with possible causes of volume inconsistencies, time-stamped illegal movements, special events such as train crossings, confirmation of severe dips or spikes in volumes, notes of accidents or weather events, and any other details deemed relevant to data interpretation and analysis.

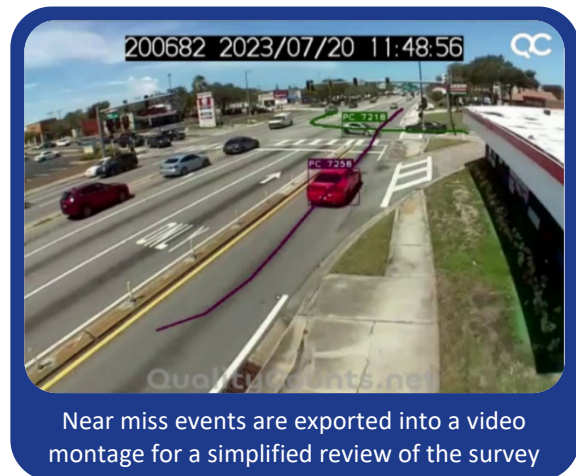
If historical data is available, Video Processing Technicians will compare it to newly collected data to ensure that it falls within a reasonable growth range. Processed data is further subject to strict internal quality control tests conducted by senior Video Processing staff. As necessary, this includes a test count of three randomly selected, consecutive five minute intervals per peak period.

### Data Compilation and Submittal

Final data and diagrams will be provided as Excels, PDFs, shapefiles, CSVs, PPDs, or any other common format.

### Near Miss Video Analysis

While not specifically requested, QC can offer the City a unique opportunity to enhance safety through DataLens, our AI-driven near miss analysis tool. Using video footage from fixed or temporary cameras, DataLens identifies potential safety incidents by calculating post encroachment time (PET)—the time gap between vehicles, cyclists, or pedestrians in close proximity. This approach provides a cost-effective way to monitor intersection safety and implement targeted improvements, particularly benefiting vulnerable road users. If requested, we can deliver reports with data and diagrams in Excel, PDF, shapefiles, or CSV formats.



Near miss events are exported into a video montage for a simplified review of the survey

## MANAGEMENT PROPOSAL

### Firm Qualifications

**Quality Counts, LLC is a nationwide full-service transportation data collection firm with more than 150 employees in 15 offices across the United States.** Our team is exceptionally qualified to perform the work outlined in the RFP, backed by a robust track record of service and expertise. Since our founding in 2003 in Portland, OR QC has grown to become a leader in transportation data collection.

We have successfully served over 5,000 clients, including numerous state DOTs, counties, cities, MPOs, COGs, private sector clients, FHWA, and the National Cooperative Highway Research Program (NCHRP). QC has completed over 25,000 projects, conducting 270,000 individual studies. We have processed over 2.5 million hours of video, with a still-increasing capacity for data processing and analysis.

QC has been actively conducting work in Spokane since 2003 and established a local presence in the area in 2021, building deep familiarity with the region's roadways, infrastructure, and traffic patterns. Our local team has completed traffic counts at over **12,000 locations across the state**, including over 500 in the Spokane area. Dan Franz, who has been QC's **Northwest based Director of Operations for over ten years**, has completed hundreds of projects locally. His extensive experience ensures that our team is well-versed in the unique needs and requirements of the City of Spokane.

Our vast experience is made possible through the use of state-of-the-art hardware, software, and proven processing methods. We maintain a high level of industry-specific knowledge and cutting-edge technology to allow us to deliver solutions catered to unique transportation problems. Our team offers access to collection capabilities backed by an immense inventory of pneumatic tube counters, cameras, side-fire radars, drones, and fixed-wing aircraft. QC regularly utilizes manual and fully automated processing methods for unrivaled 98% accuracy and complete reporting customization, proprietary QA/QC analytics applications for macro-level data validation across entire corridors, and automated software for specialized, near miss safety assessments.

Our team is dedicated to providing exceptional service, leveraging our vast experience and local knowledge to meet and exceed the expectations of the City. We are confident in our ability to deliver precise, actionable traffic data to support the City's transportation planning and operational needs.

### Allocation of Resources

Our team is well equipped to meet the scope of services requested, supported by a robust inventory of over 2,100 video recording devices, and 2,000 tube counters. Our expansive resources and experienced personnel allow us the flexibility to reallocate equipment and staff as needed, ensuring seamless execution and adherence to project timelines. We frequently mobilize resources to areas requiring additional support, exemplifying our ability to adapt and scale for projects of varying sizes and complexities. Our Athol, ID office is fully prepared with the necessary tools and personnel to complete this project successfully. Additionally, our Portland, Oregon office stands ready to provide supplemental resources and support, guaranteeing the highest level of service delivery for the City of Spokane.

### Capabilities

#### Innovative Services

- DataPoint count management system
- Near miss data analysis
- Automated horizontal curve assessments

#### Video Surveys

- Turning movement counts
- Queue, delay, and gap
- Weave analysis
- License plate O-D
- Red light compliance
- Gap duration and acceptance/rejection
- Trip generation

#### Parking Studies

- Parking inventory/capacity
- Space/block/lot utilization
- Vehicle turnover
- Intercept surveys

#### Bicycle/Pedestrian Studies

- High volume/special event studies
- Pedestrian-vehicle conflicts
- Transit/boarding studies
- Pedestrian compliance

#### Aerial Surveys

- Complex TMCs and O-D
- Mainline and interchange studies
- Vehicle and bike/ped behavior studies
- Before/after and progression assessments

#### Mainline Studies

- ATR (pneumatic tube counts)
- Side-fire radar counts
- Video-based counts



## Staff Experience

The QC team has dedicated their careers to the improvement of data collection and processing. Our personnel have the relevant qualifications to deliver your project. We have assembled a team that has the experience to successfully deliver on this contract. Our team members have the necessary availability and are fully committed to providing the required services. The resumes on the following pages demonstrate just a small sample of their project experience.



### **Peter Kurtz– Principal-in-Charge**

#### **Business Administration | University of Oregon | 21 Years of Experience**

Peter has provided project oversight and management of traffic data projects across the United States since the inception of Quality Counts in 2003. Serving as Chief Operating Officer, he oversees national operations with an emphasis on large-scale and high-profile transportation data efforts. Peter’s problem-solving mindset has helped Quality Counts achieve unprecedented growth over the years through his ability to analyze and interpret data to drive efficiency across the organization. He has spearheaded establishing policies and procedures to promote QC’s company culture and vision.

**Washington State Department of Transportation | Traffic Count Program** – As Principal-in-Charge, Peter provides strategic oversight and ensures the successful execution of QC’s traffic count program for WSDOT. He oversees project planning, resource allocation, and high-level coordination to maintain efficiency and quality across more than 700 locations throughout the Seattle-Tacoma area and the broader Puget Sound region. Based on early results of this work, WSDOT has expanded the project to include additional volume counts in Spokane for 2025.

**Southwest Washington Regional Transportation Council | Services for Transportation Data Collection** – Principal-in-Charge responsible for overseeing RTC’s annual traffic counts. His oversight supported the successful completion of 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

**Oregon Department of Transportation | Data Collection On-Call** – As Principal-in-Charge, Peter led a wide range of traffic data collection services for ODOT, including 48-hour tube counts, classified turning movement counts, near miss analysis, seat belt surveys, and weave studies. QC conducts tube counts and classified turning movement counts across all five regions of Oregon, with task orders consisting of hundreds of counts annually—over 900 counts completed in 2021 alone. In addition to field data collection, QC is contracted with ODOT to load the counts into traffic count management software and perform timely quality checks to ensure data accuracy and integrity within the system.

**Clark County, WA | On-Call Traffic Data** – Since 2017, Peter Kurtz has led Quality Counts’ annual tube count program for Clark County as Principal-in-Charge. His leadership supported the collection of over 130 counts annually, providing reliable data for traffic demand forecasting and growth analysis.

**City of Longview | Traffic Counts** – As Principal-in-Charge, Peter provided strategic oversight for the data collection at 44 downtown Longview locations. He played a key role in guiding the team to navigate same-day corridor restrictions and deliver precise data within narrow time constraints.

**Marion County, OR | Tube Count Contract** – Principal-in-Charge responsible for managing the multi-year contract to collect annual traffic volume and classification data at over 200 locations. His oversight ensured the project’s consistent execution within a tight two-month window each year, with the contract extending through 2027.

**Clackamas County, OR | Bike/Ped Traffic Counts** – As Principal-in-Charge, Peter directed the successful collection of bike and pedestrian movement data at 54 locations across Clackamas County. His oversight enabled the delivery of key insights into non-motorized travel trends for long-term planning.

**City of Bend, OR | Tube Count Program** – As Principal-in-Charge, Peter has provided consistent oversight for the annual collection of approximately 40 tube counts in the City of Bend since 2016. His leadership ensured data accuracy and customized reporting to monitor growth and roundabout performance.

**City of Oregon City, OR | Traffic Counts** – As Principal-in-Charge, Peter has overseen the triennial tube count program in Oregon City. His role ensured accurate data collection at 180 locations and delivery of customized reports that integrate seamlessly with the city’s GIS system.

**Clackamas County On-Call Traffic Data** – Peter has served as Principal-in-Charge since 2015 for Clackamas County’s triennial traffic count program. His guidance ensured data collection at over 650 locations, providing classification, speed, and volume data with customized reporting.



**Dan Franz – Project Manager (*Prime Responsibility & Authority*)**  
**Business Administration | Cascade College | 18 Years of Experience**

Working with QC for more than 18 years, Dan Franz has supervised numerous contracts including aggregate annual tube counts of more than 3,000 locations. Starting as a field technician, Dan's journey with QC began with the hands-on deployment and collection of traffic data, laying the foundation for his deep understanding of the area. Evolving into the role of Project Manager and Director of Operations, he has spent years overseeing projects across the state of Washington, demonstrating his vast knowledge of the region. Importantly, living and working out of the Spokane area, Dan has ingrained himself in the local fabric, enhancing his ability to understand and address the unique challenges of the region. Dan's expertise is extensive, and he now manages contracts across the West Coast and nationwide.

**City of Spokane, WA | Traffic Calming Traffic Counts** – Project Manager of allocating resources and executing collection of traffic counts throughout three different districts within the City of Spokane. QC conducted turning movement counts at 30 different intersections, and volume and speed 24-hour tube counts on 33 roadways.

**Washington State Department of Transportation | Traffic Count Program** – Project Manager responsible for overseeing the successful execution of QC's traffic count program for WSDOT, managing the collection of 48-hour volume counts across more than 700 locations. He plays a key role in project planning, coordinating schedules, and ensuring data accuracy. Following the program's early success, WSDOT expanded the project to include additional counts in Spokane for 2025, with Dan leading efforts to maintain efficiency, safety, and quality in data collection.

**Clark County, WA | On-Call Traffic Counts** – Project Manager for this annual tube count project that QC conducts to assist in forecasting traffic demand and measure growth. Since 2017, QC has performed this study for the county annually in addition to other various projects. On an annual basis QC collects 130+ 24-hour classification, speed and volume counts.

**Southwest Washington Regional Transportation Council | Services for Transportation Data Collection** – Project Manager responsible for this annual contract to perform tube counts and travel time studies for RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

**Oregon Department of Transportation | Data Collection On-Call** – Project Manager for this on-call contract where QC conducts 48-hour tube counts and classified turning movement counts across all five regions of the state. Task orders are comprised of hundreds of counts annually, including over 900 counts in 2021. In addition to collecting count data in the field, QC is also under contract with Oregon DOT to load counts and conduct timely quality checks on the counts after they are loaded into traffic count management software.

**Clackamas County, OR | Traffic Count Program** – Project Manager responsible for this on-call contract that included major tube count collection at approximately 500 locations.

**Washington County, OR | Annual Tube Count Program** – Project Manager responsible for allocating resources and executing the collection of more than 250 locations of classification, speed, and volume tube counts annually across Washington County, OR.

**Chamberlain, SD | City of Chamberlain Traffic Counts** – Under Dan Franz's management, QC served as a subconsultant to Stantec for traffic data collection in Chamberlain, South Dakota. He led the team in collecting 24-hour TMC's and near miss analysis at 15 intersections, along with four 24-hour volume/speed/classification counts. Utilizing DataLens technology, Dan ensured the delivery of detailed insights into traffic flow and safety, assisting the city in making informed decisions based on accurate and current data.

**Helena, MT | Capitol Area Pedestrian Studies** – Project Manager for this study that explored pedestrian/bicycle and vehicle interactions on a key north/south corridor in Helena, Montana. Data collection along the corridor includes vehicle, pedestrian, and bicycle volume counts to inform the types of operational impacts the corridor experiences when motorized and non-motorized users interact. The collection was conducted at nine intersections and counts were done over two days. The project was conducted twice, once in April 2023 and then again in September 2023.



## **Michael Frakes – Lead Field Technician**

### **Teaching Certificate | University of Missouri | 18 Years of Experience**

Michael Frakes brings nearly two decades of experience as a field technician specializing in traffic data collection across the Pacific Northwest. As Field Work Manager, Michael oversees all aspects of field operations, including the deployment and retrieval of equipment, ensuring seamless and efficient data collection processes. His extensive hands-on experience in the region has equipped him with deep knowledge of local conditions, logistics, and best practices, making him a trusted leader in managing fieldwork for complex projects. Michael's commitment to safety, accuracy, and operational excellence has been instrumental in delivering reliable traffic data for a wide range of clients.

**City of Spokane, WA | Traffic Calming Traffic Counts** – As Lead Field Technician, Michael Frakes oversaw the deployment of resources and managed the collection of traffic data across three districts in Spokane, WA. He and his team conducted turning movement counts at 30 intersections and collected 24-hour volume and speed data using tube counters at 33 roadway locations.

**Washington State Department of Transportation | Traffic Count Program** – Lead Field Technician responsible for supporting the execution of QC's traffic count program for WSDOT, conducting 48-hour volume counts at over 700 locations. Michael ensures proper setup and calibration of equipment, oversees safe data collection procedures, and collaborates with project managers to maintain schedules and meet project goals.

**Clark County, WA | Annual Station Counts On-Call** – Michael Frakes, as Lead Field Technician, oversaw the deployment of resources and the execution of traffic data collection at over 150 locations across Clark County, WA. His responsibilities included coordinating scheduling, managing field operations, and ensuring the accurate collection of volume, speed, and classification data.

**Southwest Washington Regional Transportation Council | Services for Transportation Data Collection** – Michael managed all fieldwork for this annual contract, overseeing the deployment and retrieval of tube counters and travel time study equipment. His leadership ensured the successful completion of approximately 90-100 tube counts across the greater Vancouver metropolitan area.

**Oregon Department of Transportation | Marion County Rural TSP** – Michael directed field operations for the deployment of video collection equipment at 66 intersections across Marion County, OR. He ensured efficient setup, accurate data collection, and timely equipment retrieval to provide ODOT with critical insights into traffic flow and intersection activity.

**Oregon Metro | Annual Cutline Data Collection** – Michael coordinated field operations for the deployment of tube counters and video equipment at 70 locations throughout Portland, OR. His oversight ensured the collection adhered to strict timelines and provided the city with high-quality data for traffic modeling.

**City of Lake Oswego, OR | Annual Traffic Counts** – Michael led field operations for the annual collection of traffic data, deploying equipment at nearly 100 locations across the city. His efforts ensured the on-time delivery of accurate volume, speed, and classification data to inform city planning.

**Port of Portland | PDX International Airport Annual Counts** – Michael managed field operations for a large-scale data collection project at 40 sites within Portland International Airport. Utilizing video and tube counters, his team captured traffic patterns and congestion points, providing the Port with data to optimize airport transportation efficiency.

**City of Hillsboro, OR | Annual Tube and Bike Counts** – Michael supervised field operations for the deployment of equipment at nearly 200 locations over six months. This project involved collecting 24-hour volume, speed, and classification data to support the city's bicycle and infrastructure planning efforts.

**Washington County, OR | Annual Count Program** – Michael oversaw fieldwork for the collection of approximately 400 24-hour midblock station counts annually, as well as a 12-hour bike and pedestrian project every summer. He ensured the collection of detailed classification, speed, and volume data tailored to the County's specific reporting needs.

**Clackamas County, OR | Traffic Count Program** – As Lead Field Technician, Michael Frakes coordinated the deployment and execution of traffic data collection for an on-call contract in Clackamas County, OR. His leadership ensured the successful completion of major tube count collections at approximately 500 locations.



**Noah Smith – Data Processing Manager**  
**Theater | Emerson College | 9 years of Experience**

Noah Smith started with Quality Counts at the corporate office in Oregon before moving up the coast to oversee the Seattle Metro Operations from 2014 to 2016. Now based out of Los Angeles, he assists QC’s national offices with internal staff on efficient use of QC’s website, and trains incoming staff on the various data processing software utilized by the company. Noah is also an integral part of QC’s Horizontal Curve Assessment projects and serves as the company advisor for projects involving Bluetooth technology and big data.

**Southwest Washington Regional Transportation Council | Services for Transportation Data Collection** – Data Processing Manager for this annual contract consisting of tube counts and travel time studies for RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area.

**Clark County, WA | On-Call Traffic Counts** – Data Processing Manager responsible for overseeing the processing of the volume, speed, and class data from over one hundred and fifty locations across Clark County, Washington.

**Washington State Department of Transportation | Traffic Count Program** – Data Processing Manager responsible for overseeing the processing of all traffic count data, including 48-hour volume counts from over 700 locations. Ensures that all data is accurately inputted into the traffic count management software, coordinates data validation and quality checks, and resolves any discrepancies.

**Oregon Department of Transportation | Annual Traffic Data Collection Services** – Data Processing Manager responsible for overseeing the processing of this annual contract to perform tube counts across the state. Worked with agency to provide customized deliverables.

**Oregon City | Citywide Count Program** – Data Processing Manager responsible for overseeing the processing of volume, classification, and speed data from 181 locations throughout Oregon City, OR.



**Nick Mathie – Video Processing Manager**  
**Civil Engineering | University of Portland | 21 years of Experience**

Nick manages QC’s Video Processing Center which involves overseeing data processing from video provided directly from clients or from our 15 field offices. This included verifying any of dozens of data protocols with various state agencies and private data collection firms, overseeing video check-in, data processing, quality control, deliverable creation, and submitting final reports. Nick now leads the data collection of large-scale contracts across the United States. These projects generally encompass hundreds of collection hours and often require unique, custom data sets and

database management through MS2 and similar platforms.

**City of Spokane, WA | Traffic Calming Traffic Counts** – Nick Mathie served as Video Processing Manager, overseeing the quality control and processing of traffic data collected across three districts within the City of Spokane. This included turning movement counts at 30 intersections and 24-hour tube counts for volume and speed on 33 roadways.

**Washington State Department of Transportation | Traffic Count Program** – Video Processing Manager responsible for overseeing the accurate processing and analysis of video data collected from over 700 locations across the state. Ensures all video footage is reviewed for data quality, identifying any issues and coordinating with field teams.

**Southwest Washington Regional Transportation Council | Services for Transportation Data Collection** – As Video Processing Manager, Nick Mathie ensured the accurate processing of data collected annually for this contract, including 80-90 travel time runs and 90-100 tube counts across the Vancouver metropolitan area. His role focused on delivering high-quality, reliable data to support the Council's transportation planning efforts.

**Oregon Department of Transportation | Data Collection On-Call** – Nick Mathie managed data processing for this statewide contract, ensuring timely and precise quality control of 48-hour tube counts and classified turning movement counts. He oversaw the loading and validation of over 1,000 counts into ODOT's traffic count management software.

**Helena, Montana | Capitol Area Pedestrian Studies** – As Data Processing Manager, Nick Mathie supervised the review and quality assurance of data collected along Montana Avenue near the State Capitol. This included processing vehicle, pedestrian, and bicycle volume counts at nine intersections during two collection periods in April and September 2023.



### Past Experience & References

Our team is exceptionally qualified to perform the work outlined in the RFP, backed by a robust track record of service and expertise. Born in the Northwest, QC has established deep familiarity with the local roadways, infrastructure, and traffic patterns. Peter Kurtz and Dan Franz, who have been QC’s **Northwest based Managers for nearly 20 years**, have completed hundreds of projects locally. Their extensive experience ensures that our team is well-versed in the unique needs and requirements of the City of Spokane.

<b>Washington State Department of Transportation   Traffic Count Program (Fall 2024 – Present)</b>	
<b>Contact Name:</b> Joe St. Charles joe.st.charles@wsdot.wa.gov 360.570.2381	QC has been contracted by WSDOT to conduct 48-hour volume traffic counts on mainline roadways and freeway ramps throughout the Puget Sound area, covering over 700 locations. QC secured WSDOT approval for our video-based data collection process, utilizing our advanced DataLens processing system. Based on the impressive early results of this work, WSDOT recently requested additional counts in the Spokane area for the current fiscal year. As a result, QC will be completing additional volume counts in and around Spokane in 2025. This innovative approach has enhanced both efficiency and safety—allowing more sites to be collected within a single count period while eliminating the need for tube installations, reducing risks for field technicians.
<b>Southwest Washington Regional Transportation Council   Transportation Data Collection (2005 – Present)</b>	
<b>Client Reference:</b> Dale Robins dale.robins@rtc.wa.gov 564.397.5212	QC has been awarded a contract to perform annual tube counts and travel time studies for Southwest Washington RTC every year since 2013. This encapsulates approximately 80-90 travel time runs and 90-100 tube counts across the greater Vancouver metropolitan area. We have delivered consistent results and won a contract renewal on the basis of this work.
<b>Idaho Transportation Department   I-90 Widening Project Phase 1 &amp; 2 (Fall 2021 &amp; Spring 2024)</b>	
<b>Client Reference:</b> Mike Seely mikese@horrocks.com 801.763.5100	QC conducted extensive traffic data collection to support Horrocks Engineering and the Idaho Transportation Department (ITD) in evaluating the proposed widening of I-90 from the Washington state line through Coeur d’Alene. In Fall 2021, we completed over 120 peak-hour turning movement and queue counts at freeway interchanges and nearby major intersections, delivering all data within one week. In Spring 2024, we successfully conducted another round of intersection and queue counts along I-90 through Coeur d’Alene, again completing the collection within a week. The collected data and footage provided critical insights to help ITD assess traffic conditions and make informed decisions about freeway expansion in this growing corridor.
<b>Government Way Signal Coordination   Traffic Counts (Spring – Fall 2024)</b>	
<b>Client Reference:</b> Adam Dorsey adorsey@welchcomer.com 208.664.9382	QC conducted traffic counts for the Coeur d’Alene Government Way Signal Coordination project four times throughout 2024. Each data collection effort included turning movement counts at 10 signalized intersections on both a midweek day and a Saturday, along with seven-day volume counts at three locations within the corridor. The data was successfully collected on the first attempt each round, requiring no recollections. The City of Coeur d’Alene utilized the results to refine and optimize signal timing along Government Way, enhancing traffic flow and efficiency.
<b>City of Spokane Safety Study (2022 – 2023)</b>	
<b>Contact Name:</b> Adam Miles amiles@dowl.com 206.946.8593	In the fall of 2022 and 2023, QC conducted traffic data collection across three districts in the City of Spokane. This effort included turning movement counts at 30 intersections and 24-hour volume and speed tube counts on 33 roadways. The data supported the city's traffic calming initiatives by providing valuable insights into roadways with safety concerns, helping to inform strategies for improving traffic flow and safety.



### Contract Termination History

Quality Counts take pride in maintaining a proven track record of reliability and professionalism. Over the past five years, we have not had a single contract terminated for default.

### COST PROPOSAL


<b>2-Hour Turning Movement Count</b>	Flat fee	<b>\$160.00</b>
<b>3-Hour Turning Movement Count</b>	Flat fee	<b>\$205.00</b>
<b>24-Hour Speed Count</b>	Flat fee	<b>\$220.00</b>
<b>24-Hour Volume Count</b>	Flat fee	<b>\$180.00</b>
<b>48-Hour Speed Count</b>	Flat fee	<b>\$310.00</b>
<b>48-Hour Volume Count</b>	Flat fee	<b>\$240.00</b>
<b>72-Hour Speed Count</b>	Flat fee	<b>\$400.00</b>
<b>72-Hour Volume Count</b>	Flat fee	<b>\$300.00</b>
<b>Other Counts: 24-Hour Near Miss Analysis</b>	Flat fee	<b>\$1,900.00 (\$500.00 each additional day)</b>
<b>Hourly rate for any data collection or services not listed above</b>	Hourly rate	<b>\$70.00</b>

**ATTACHMENT 2  
 CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION,  
 INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as “Firm”)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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this form 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 form 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

4. The Firm certifies, by signing this form 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.
5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form, or shall attach an explanation to this form.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Quality Counts, LLC</u> Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	<u>City of Spokane Traffic Data Collection On-Call Services</u> Program Title (Type or Print)
<u>Peter Kurtz</u> Name of Certifying Official (Type or Print)	 Signature
<u>Chief Operating Officer</u> Title of Certifying Official (Type or Print)	<u>02/03/2025</u> Date (Type or Print)

**NOTE: Signature also required on next page “Certification Regarding Lobbying”.**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Quality Counts, LLC

---

Organization:

15615 SW 74th Ave Ste 100

---

Street address:

Portland, OR 97224

---

City, State, Zip:

Peter Kurtz

---

CERTIFIED BY: (type or print)

Chief Operating Officer

---

TITLE:

*Peter Kurtz*

---

(signature)

02/03/2025

---

(date)




**ATTACHMENT 2  
 CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION,  
 INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Firm / Subrecipient / Contractor / Consultant hereinafter referred to as “Firm”)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 form 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 form had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this form 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 form that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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5. The Firm, by signing this form, is responsible for lower tier Firm certification to any of the statements in this form, or shall attach an explanation to this form.
6. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Quality Counts, LLC</u> Name of Firm / Subrecipient / Contractor / Consultant (Type or Print)	<u>City of Spokane Traffic Data Collection On-Call Services</u> Program Title (Type or Print)
<u>Peter Kurtz</u> Name of Certifying Official (Type or Print)	 Signature
<u>Chief Operating Officer</u> Title of Certifying Official (Type or Print)	<u>02/03/2025</u> Date (Type or Print)

**NOTE: Signature also required on next page “Certification Regarding Lobbying”.**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 any Federal contract, grant, loan, or cooperative agreement.

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(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Quality Counts, LLC

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Organization:

15615 SW 74th Ave Ste 100

---

Street address:

Portland, OR 97224

---

City, State, Zip:

Peter Kurtz

---

CERTIFIED BY: (type or print)

Chief Operating Officer

---

TITLE:

*Peter Kurtz*

---

(signature)

02/03/2025

---

(date)



January 28, 2025

### ADDENDUM NO. 1

#### REQUEST FOR PROPOSALS #6265-25 – Traffic Data Collection On-call Services

This Addendum 1 to the above identified Request for Proposals is being issued to provide an answer to a question received. The Question is identified with “Q” and answer is with “A” and red text.

1. **Q:** Could we kindly request a pricing sheet for submittal to help ensure all responding firms are bidding the same items?

**A:** A pricing sheet example is provided below. Note wording from Paragraph 3.5 “COST PROPOSAL”:

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit a fully detailed list with a flat fee cost inclusive of all expenses for different count types (2-hour turning movement, 3-hour turning movement, 24-hour speed, 24-hour volume, etc.). Provide an hourly rate for any non-standard data collection work. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

2- hour turning movement count: flat fee: \$ \_\_\_\_\_

3-hour turning movement count: flat fee: \$ \_\_\_\_\_

24-hour speed count: flat fee: \$ \_\_\_\_\_

24-hour volume count: flat fee: \$ \_\_\_\_\_

48-hour speed count: flat fee: \$ \_\_\_\_\_

48-hour volume count: flat fee: \$ \_\_\_\_\_

72-hour speed count: flat fee: \$ \_\_\_\_\_

72-hour volume count: flat fee: \$ \_\_\_\_\_

Other counts offered (describe): flat fee: \$ \_\_\_\_\_

24-hour Near Miss Analysis

Hourly rate for any data collection or services not listed above: hourly rate: \$ \_\_\_\_\_

*Connie Wahl*

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Connie Wahl, C.P.M., CPPB  
Senior Procurement Specialist,  
Purchasing & Contracts  
Department

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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

Quality Counts, LLC  
**Company**

*Peter Kurtz*  
**Authorized Signature**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER/INSURED and CONTACT/INSURER(S). PRODUCER: USI Insurance Services NW CL, 601 Union Street, Suite 1000, Seattle, WA 98101. INSURED: Quality Counts, LLC, 15615 SW 74TH AVENUE #100, Portland, OR 97224. CONTACT: Chisa Blair, 206 441-6300, chisa.blair@usi.com. INSURER(S): Hanover American Insurance Company (36064), Hanover Insurance Company (22292), SiriusPoint Specialty Insurance Corp (16820), Allmerica Financial Benefit Ins. Co. (41840).

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.

Main table listing coverages: A (COMMERCIAL GENERAL LIABILITY), D (AUTOMOBILE LIABILITY), B (UMBRELLA LIAB), B (WORKERS COMPENSATION AND EMPLOYERS' LIABILITY), C (Professional Liability). Includes columns for INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract the City of Spokane, its agents, officers and employees are named as additional insureds and coverage is primary and non-contributory per Coverage form 421-2915, attached to the policy.

Table with 2 columns: CERTIFICATE HOLDER (City of Spokane, Dept of Engineering Services, Attn: Linda Hattenburg, 808 W. Spokane Falls Blvd, Spokane, WA 99201-3343) and 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. AUTHORIZED REPRESENTATIVE: Gary D. Patterson).



STATE OF WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

QUALITY COUNTS LLC  
STE 100  
15615 SW 74TH AVE  
TIGARD OR 97224-7998

TAX REGISTRATION - ACTIVE

Issue Date: Feb 28, 2025

Unified Business ID #: 602626376

Business ID #: 001

Location: 0002

Expires: Feb 28, 2026

### CITY/COUNTY ENDORSEMENTS:

KELSO GENERAL BUSINESS - NON-RESIDENT #A042968 (EXPIRES 08/31/2025) - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - 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

UBI: 602626376 001 0002

QUALITY COUNTS LLC  
STE 100  
15615 SW 74TH AVE  
TIGARD OR 97224-7998

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

TAX REGISTRATION - ACTIVE  
KELSO GENERAL BUSINESS -  
NON-RESIDENT #A042968 (EXPIRES  
08/31/2025) - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE

Expires: Feb 28, 2026

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:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/12/2025

**Clerk's File #**

OPR 2025-0245

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

2025055

**Council Meeting Date:** 04/14/2025**Submitting Dept**

INTEGRATED CAPITAL

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

COLIN NAAKE 509.625.6941

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

CNAAKE@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**

4250 – HILL N DALE PARK STORMWATER TREATMENT FACILITY GRANT

**Agenda Wording**

Grant agreement number WQC-2025-Spokane-00116 with the Washington State Department of Ecology for design of the Hill N' Dale Park Treatment Facility - \$595,000.00 Revenue.

**Summary (Background)**

The Department of Ecology has awarded the City of Spokane a grant to design a stormwater treatment and infiltration facility at Hill N' Dale Park. The ultimate construction of the facility will improve water quality in the aquifer. The City has a 15% match requirement for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program (Listed in CIP as Northeast Stormwater Improvements).



**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	\$ 105,000		
Current Year Cost	\$ 105,000		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
There is a \$105,000 match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.			
<b><u>Amount</u></b>			
<b><u>Budget Account</u></b>			
Revenue	\$ 595,000	# Various	
Expense	\$ 105,000	# Various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>			
<b><u>Funding Source Type</u></b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b><u>Expense Occurrence</u></b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b><u>Distribution List</u></b>			
		cnaake@spokanecity.org	
icmaccounting@spokanecity.org		tax&licenses@spokanecity.org	
mpapich@spokanecity.org		mdavis@spokanecity.org	
eraea@spokanecity.org			



## Agreement No. WQC-2025-Spokane-00116

### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	Hill and Dale Park Treatment Facility
Total Cost:	\$700,000.00
Total Eligible Cost:	\$700,000.00
Ecology Share:	\$595,000.00
Recipient Share:	\$105,000.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2026
Project Type:	Stormwater Facility

#### Project Short Description:

This project will improve water quality in local area aquifers and the Spokane River through design and future construction of stormwater conveyance with a treatment and infiltration facility at Hill and Dale Park in the city of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and dissolved copper and zinc.

#### Project Long Description:

In a focused effort to improve existing stormwater management in the northeastern area of Spokane, the RECIPIENT contracted a hydrologic study, the August 2022 Northeast Spokane Stormwater Study (Osborn Consulting, 2023). Land use in the study area includes single-family and multi-family residential developments surrounded by commercial and industrial development in areas. The area has generally been assumed to be underlain by sandy soils expected to drain well resulting in stormwater traditionally being managed by drywells. However, the RECIPIENT has reported

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

over 50 drywells in the area are currently functioning poorly. Additionally, many of the drywells were installed in the 1970s and 1980s before current Stormwater Management Manual for Eastern Washington (SWMMEW) and Underground Injection Control (UIC) Rule regulations required water quality treatment prior to infiltration. To correct these issues, the RECIPIENT's maintenance and repair program is jetting and vactoring, replacing drywells in place, and installing gravel galleries.

With the funds provided under this agreement, the RECIPIENT will design new collection system components to convey runoff to a new regional stormwater facility at Hill and Dale Park in Northeast Spokane. The RECIPIENT will design the facility to capture, treat, and store runoff, allowing for gradual infiltration through deep wells. An alternative design may implement pumping runoff from the low point to a surface bio-infiltration swale instead of an underground water quality treatment system. With this facility, the RECIPIENT will treat runoff generating from approximately 85 acres and provide water quality treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and dissolved copper and zinc.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

## RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd  
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd  
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

## Contacts

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

<p><b>Project Manager</b></p>	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
<p><b>Billing Contact</b></p>	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
<p><b>Authorized Signatory</b></p>	<p>Marlene C Feist Public Works Director</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mfeist@spokanecity.org Phone: (509) 625-6310</p>

State of Washington Department of Ecology  
 Agreement No: WQC-2025-Spokane-00116  
 Project Title: Hill and Dale Park Treatment Facility  
 Recipient Name: City of Spokane

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Shilo Sprouse</p> <p>4601 N Monroe Street                  Spokane, Washington 99205-1295                  Email: shsp461@ecy.wa.gov                  Phone: (509) 862-8584</p>
<p><b>Financial Manager</b></p>	<p>Joe Kinerk                  Stormwater Financial Manager</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: joek461@ecy.wa.gov                  Phone: (360) 742-2875</p>
<p><b>Technical Advisor</b></p>	<p>Doug Howie                  Senior Stormwater Engineer</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: doho461@ecy.wa.gov                  Phone: (360) 870-0983</p>

State of Washington Department of Ecology  
Agreement No: WQC-2025-Spokane-00116  
Project Title: Hill and Dale Park Treatment Facility  
Recipient Name: City of Spokane

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Spokane

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

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

Vincent McGowan, P.E. Date  
Water Quality  
Program Manager

Marlene C Feist Date  
Public Works Director

Template Approved to Form by  
Attorney General's Office



State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

Elizabeth Schoedel

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Assistant City Attorney

Date

Terri Pfister

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City Clerk

Date

State of Washington Department of Ecology  
 Agreement No: WQC-2025-Spokane-00116  
 Project Title: Hill and Dale Park Treatment Facility  
 Recipient Name: City of Spokane

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

**Grant and Loan Administration**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

## SCOPE OF WORK

Task Number: 2 **Task Cost: \$0.00**

Task Title: Cultural and Environmental Review, and Permitting

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

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**Cultural and Environmental Review, and Permitting**

**Deliverables**

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

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## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$700,000.00

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Stormwater Deliverables Guidance document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Guidance.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

C. The RECIPIENT will submit preliminary GIS polygon data for the contributing basin(s) and the BMP footprint(s). Acceptable formats include shapefiles, file geodatabase feature classes, shared feature service URLs, or ECOLOGY-accepted equivalent. Refer to the Stormwater Deliverables Guidance for more information.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

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The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

**Design Plans and Specifications**

**Deliverables**

Number	Description	Due Date
3.1	Signed and dated consultant contract, if procuring services for design. The contract must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.8	Preliminary project shapefiles, file geodatabase feature classes, shared feature services, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY.	

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**SCOPE OF WORK**

Task Number: 4 **Task Cost: \$0.00**

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.

B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

\* Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

**Project Close Out**

**Deliverables**

Number	Description	Due Date
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

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**BUDGET**

**Funding Distribution EG250313**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Funding Type: Grant  
 Funding Effective Date: 07/01/2024 Funding Expiration Date: 12/31/2026

Funding Source:

Title: SFAP-SFY25  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 15%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 0.00
Cultural and Environmental Review, and Permitting	\$ 0.00
Design Plans and Specifications	\$ 700,000.00
Project Close Out	\$ 0.00

**Total: \$ 700,000.00**



State of Washington Department of Ecology

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**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SFAP	15.00 %	\$ 105,000.00	\$ 595,000.00	\$ 700,000.00
<b>Total</b>		<b>\$ 105,000.00</b>	<b>\$ 595,000.00</b>	<b>\$ 700,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - i. No hazardous substances were found on the site, or
  - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you 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>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.



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**Non-discrimination Provision.** The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

**G. Electronic and information Technology (EIT) Accessibility:** RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

**H. Federal Funding Accountability and Transparency Act (FFATA) Form,** available on the Water Quality Program website.

**I. Hotel-Motel Fire Safety Act:** The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

**J. Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

#### SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

#### EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled



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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT 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 the Agreement, 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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - 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.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT 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 Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who 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 Agreement, 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 the ECOLOGY Program.
- 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.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you 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>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the 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) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT 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>. RECIPIENT, 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.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

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

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## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.



State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. 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, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. 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.

**Non-Allocation of Funds.** 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 the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or 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 or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WQC-2025-Spokane-00116

Project Title: Hill and Dale Park Treatment Facility

Recipient Name: City of Spokane

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

## Certificate Of Completion

Envelope Id: DC4E9165-C342-4AF4-806A-7E3C1F94BA53

Status: Sent

Subject: Agreement for Signature

Source Envelope:

Document Pages: 41

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joe Kinerk

AutoNav: Enabled

P.O. Box 47600

Envelopeld Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

joek461@ecy.wa.gov

IP Address: 172.56.104.66

## Record Tracking

Status: Original

Holder: Joe Kinerk

Location: DocuSign

2/12/2025 9:35:03 AM

joek461@ecy.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

## Signer Events

### Signature

### Timestamp

Elizabeth Schoedel

Sent: 2/12/2025 9:43:03 AM

eschoedel@spokanecity.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marlene Feist

mfeist@spokanecity.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Terri Pfister

tpfister@spokanecity.org

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

Joe Kinerk

joek461@ecy.wa.gov

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Agent Delivery Events

### Status

### Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mark Papich mpapich@spokanecity.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 2/12/2025 9:43:03 AM Viewed: 2/12/2025 9:49:52 AM
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Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/12/2025 9:43:03 AM
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Payment Events	Status	Timestamps
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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/12/2025

**Clerk's File #**

OPR 2023-0419

**Cross Ref #****Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

IPWQ 2863-23

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Requisition #**

CR 27369

**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?** YES**Agenda Item Name**

4490 CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT

**Agenda Wording**

Contract renewal 1 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City's Northside and Southside Landfills from 4/15/25-4/14/26 and a total cost not to exceed \$45,938.05 plus tax.

**Summary (Background)**

The City is required to perform noxious weed abatement for 345 acres of the Northside Landfill and 72 acres of the Southside Landfill. On March 23, 2023, bidding closed on IPWQ 5863-23 for this vegetative maintenance service and based on their lowest cost response, Woodland Resource Services, Inc. was awarded a two-year contract, with two optional one-year renewals. This will be the first renewal. The two year contract cost was \$84,290.00. The renewal cost is \$45,238.05, which puts the lifetime contract amount at \$130,228.05, and will now require City Council approval.

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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	
Total Cost	\$ 45,938.05
Current Year Cost	\$ 45,938.05
Subsequent Year(s) Cost	\$
<b><u>Narrative</u></b>	
This is a routine vegetative maintenance service that is planned for annually in the Solid Waste Disposal Landfill budget.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense \$ 17,513.58	# 4530-44800-53748-54212
Expense \$ 17,513.58	# 4530-44850-53748-54212
Expense \$ 10,910.90	# 4530-45600-53748-54212
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>	HARRINGTON,
<b>For the Mayor</b>	PICCOLO, MIKE
<b>Distribution List</b>	
Erik Mullenix, erik@gowrs.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	





**City of Spokane**  
**CONTRACT RENEWAL #1 of 2**  
**Title: Vegetative Maintenance Agreement**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Woodland Resource Services, Inc.**, whose address is 1063 Emerson Road, Ellensburg, Washington 98926, as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Vegetative Maintenance for the property located at Northside (7202 West Nine Mile, Spokane, WA) and Southside Landfill (2424 East 65<sup>th</sup> Avenue, Spokane, WA); and*

*WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the first renewal, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated April 12, 2023, and April 17, 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 April 15, 2025, and shall end April 14, 2026.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 05/100 (\$45,938.05)** plus sales tax if applicable, 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.

**WOODLAND RESOURCE SERVICES, 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:**

Exhibit A - Certificate of Debarment

Exhibit B – Company’s Renewal - IPWQ 5863-24 2025 Pricing Quote dated January 24, 2025

U2025-028

**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)



0  
 2900 S GEIGER BLVD  
 Spokane, WA 99224-5400  
 Phone 509 625 6527

**OPR 2023-0419 Noxious Weed Abatement Services, On-Call Maintenance; City of Spokane Landfills**

As stated in Bid IPWQ 5863-24 Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities shall be bid on a more-or-less basis. Actual quantities may be more-or-less. Payment will be made only for orders placed, received, and accepted.

<u>UNIT PRICE TO BE INCURRED FOR SCHEDULED/UNSCHEDULED SERVICES</u>	<u>Estimated Services That Could Be Requested During A 12-month Period.</u>	April 15, 2023 To April 14, 2025		April 15, 2025 To April 14, 2026	
ITEM	QTY	Unit Price Per Service	Extended Price	Unit Price Per Service	Extended Price
Location: Northside Landfill (NSLF), 7202 West Nine Mile, Spokane WA 99208. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Northside Landfill. Cost should not include tax.	2	\$32,135.00	\$64,270.00	\$ <u>32,135.00</u>	\$ <u>64,270.00</u>
Location: Southside Landfill (SSLF), 2424 East 65th Ave, Spokane, WA 99223. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Southside Landfill. Cost should not include tax.	2	\$10,010.00	\$20,020.00	\$ <u>10,010.00</u>	\$ <u>20,020.00</u>
<b>Subtotal</b>		\$84,290.00		\$ <u>84,290.00</u>	
<b>Tax 9%</b>		\$7,586.10		\$ <u>7,586.10</u>	
<b>Extended Total</b>		\$91,876.10		\$ <u>91,876.10</u>	
<b>Woodland Resource Services Inc</b>		Unit Pricing Per Service During The Two-Year Base Period Was Based on Woodland Resource Services Inc Response to IPWQ 5863-23		NAME	<u>Erik Mullenix</u>
Erik Mullenix 509 508 1903 woodland@gowrs.com				SIGNATURE	<u>Erik Mullenix</u>
Eric Meador 509 968 9875 eric@gowrs.com				DATE	<u>1-24-2025</u>



STATE OF WASHINGTON

# BUSINESS LICENSE

Issue Date: Dec 27, 2024

Unified Business ID #: 602678209

Business ID #: 001

Location: 0001

Expires: Jan 31, 2026

Profit Corporation

WOODLAND RESOURCE SERVICES, INC.  
1063 EMERSON RD  
ELLENSBURG WA 98926-8438

UNEMPLOYMENT INSURANCE - ACTIVE  
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

### CITY/COUNTY ENDORSEMENTS:

- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #39283 - ACTIVE
- MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #9675SVC723 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- CLE ELUM GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- YAKIMA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- ABERDEEN GENERAL BUSINESS - NON-RESIDENT #217284 - ACTIVE
- MOXEE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- FRANKLIN COUNTY GENERAL BUSINESS - NON-RESIDENT #3073 - ACTIVE

### DUTIES OF MINORS:

- Ages 16-17: Shop Clean up; Office Filing Documentation.
- Ages 14-15: Shop Clean up; Office Filing Documentation.

### LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

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: 602678209 001 0001

WOODLAND RESOURCE SERVICES, INC.  
1063 EMERSON RD  
ELLENSBURG WA 98926-8438

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- MINOR WORK PERMIT - ACTIVE
- TAX REGISTRATION - ACTIVE
- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #39283 - ACTIVE
- MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #9675SVC723 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- CLE ELUM GENERAL BUSINESS -

Expires: Jan 31, 2026

Director, Department of Revenue



STATE OF WASHINGTON

# BUSINESS LICENSE

Profit Corporation

WOODLAND RESOURCE SERVICES, INC.  
1063 EMERSON RD  
ELLENSBURG WA 98926-8438

Issue Date: Dec 27, 2024  
Unified Business ID #: 602678209  
Business ID #: 001  
Location: 0001  
Expires: Jan 31, 2026

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors must be at least 16 years old to work in transportation, warehouse and storage, communications, and public utilities. Office work is permitted. WAC 296-125-033(4)

REGISTERED TRADE NAMES:  
CRYSTAL CLEAR

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: 602678209 001 0001

WOODLAND RESOURCE SERVICES, INC.  
1063 EMERSON RD  
ELLENSBURG WA 98926-8438

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- MINOR WORK PERMIT - ACTIVE
- TAX REGISTRATION - ACTIVE
- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #39283 - ACTIVE
- MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #9675SVC723 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- CLE ELUM GENERAL BUSINESS -

Expires: Jan 31, 2026

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

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: Terril, Lewis & Wilke Insurance, Inc. CONTACT NAME: PHONE: (509) 248-3515 FAX: (509) 248-3673 E-MAIL ADDRESS: certs@tlwins.com

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, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes coverages A, B, and workers compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Noxious Weed Abatement Services / Contract# OPR 2023-XXXX

City of Spokane per written contract, is additional insured with primary and non-contributory coverage, waiver of subrogation and completed operations per form SGL007000050 1222 . Auto additional insured and waiver of subrogation per WNC80 0619.

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: [Signature]



## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
---------------------------	---------	---------	------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

**H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

**I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

**8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

**J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

**SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

**B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph **b.** is deleted and replaced by the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow.
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

# COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED (INCLUDING COMPLETED OPERATIONS) AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The insurance provided by this endorsement shall not serve to increase our limits of insurance as described in **SECTION III-LIMITS OF INSURANCE**.

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations 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 additional insured only with respect to liability for:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that additional insured; and
2. "bodily injury", "property damage" included in the "products-completed operations hazard" with respect to "your work" performed for that additional insured.

B. Only with respect to the insurance afforded to any additional insureds by this endorsement, paragraph **4. Other Insurance**, subparagraph **a. Primary Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to read as follows:

This insurance shall be considered primary if any other valid and collectible insurance is available to any person or organization included as an additional insured under this endorsement and such other insurance shall be excess of and will not contribute to the insurance afforded by this endorsement.

C. Only with respect to the insurance afforded to any additional insureds by this endorsement, paragraph **8. Transfer Of Rights of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization added as an additional insured under the terms of this endorsement against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" included within the products completed operations hazard done under a contract or agreement with that person or organization."

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Council Meeting Date:** 04/14/2025

		<b>Date Rec'd</b>	3/12/2025
		<b>Clerk's File #</b>	OPR 2025-0247
		<b>Cross Ref #</b>	
		<b>Project #</b>	
<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Bid #</b>	RFQ 6312-25
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Requisition #</b>	RE 20586
<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 AWARD FOR COMPRESSOR MAINTENANCE		

**Agenda Wording**

Four year contract award to Atlas Copco Compressors, LLC. (Auburn, WA) for as-needed compressor maintenance and repair services at the Waste to Energy Facility from 3/15/25-3/14/29 and a total cost not to exceed \$240,000.00 plus tax.

**Summary (Background)**

The Waste to Energy Facility utilizes many different compressors in its operations. As-needed repairs and scheduled maintenance are required to keep these compressors operational. On January 31, 2025, bidding closed on RFQ 6312-25 for this service and Atlas Copco Compressors, LLC. was the only respondent. The contract award will be for four years, with an anticipated annual cost of approximately \$60,000.00 plus tax.



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

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

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

N/A

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

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

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

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

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>	
Approved in Current Year Budget?	
Total Cost	\$ 240,000.00
Current Year Cost	\$ 60,000.00
Subsequent Year(s) Cost	\$ 60,000.00
<b><u>Narrative</u></b>	
This is a routine equipment repair and maintenance service expense that is planned for annually in the Solid Waste Disposal Budget.	
<b>Amount</b>	
<b>Budget Account</b>	
Expense	\$ 240,000.00
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>	
Thomas Judkins, thomas.judkins@atlascope.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



**PURCHASED SERVICE CONTRACT**

Title: **COMPRESSOR MAINTENANCE  
AND REPAIR SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ATLAS COPCO COMPRESSORS, LLC**, whose address is 1807 Pike Street NW, Suite 103, Auburn, Washington 98001 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

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

The Company 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 the specifications provide As-Needed Compressor Maintenance and Repair Services, in accordance with RFQ 6312-25, and Company's Response to RFQ attached as Exhibit B. 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 March 15, 2025, and shall run through March 14, 2029, 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) business days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

**4. COMPENSATION / PAYMENT.**

Total compensation for Company's services annually under this Contract shall not exceed **TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00)**, plus sales tax if applicable, in accordance with Company's Cost Proposal as set forth in Exhibit B, 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.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd, Spokane, Washington, 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company within ten (10) business days of receipt of the invoice and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **5. WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

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

## **7. PUBLIC WORKS REQUIREMENTS.**

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

## **8. INSURANCE.**

### **8.1 Company Insurance Obligations.**

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. 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 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 the Company. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Company 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 Company’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. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 8.2 City Insurance Obligations.

The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers’ Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$10 Million and excess Workers’ Compensation Insurance per the statutory limits prescribed in RCW Title 51. Should a covered loss occur in the fulfillment of this Agreement the City shall provide payment under the terms of its self-funded insurance program. Covered losses include, but are not limited to, damage to or loss of rented Equipment in an amount not less than the retail replacement value of the Equipment, which shall be determined by Company. The coverage of the insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of City, its employees or agents or third parties, contamination by radioactive substances, and other risk of loss customarily insured against in a commercial property loss policy. Coverage shall be primary and non-contributory.

In the event of a loss, City shall cooperate with Company in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable coverage. City’s insurance obligations do not limit its ultimate liability under these Rental Terms.

## 9. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.

9.1 Subject to Section 9.2 and Section 9.3 below, the Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for physical bodily injury (including death) and/or physical damage to tangible property to the extent which arise from the Company’s negligence or willful misconduct under this Contract, including reasonable documented incurred and paid attorneys’ fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence, gross negligence or intentional misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company’s agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid

and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

9.2 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO THE CITY OR THE CITY BE LIABLE TO COMPANY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, REGARDLESS OF WHETHER CHARACTERIZED AS ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAY COSTS, LOST PRODUCTION, LOST CUSTOMERS, INCREASED COST OF CAPITAL, FINANCING, INSURANCE OR BONDING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE FORESEEABLE.

9.3 COMPANY'S LIABILITY TO THE CITY AND CITY'S LIABILITY TO COMPANY UNDER ANY THEORY OF RECOVERY ARISING OR RELATED TO THE RENTAL, THE EQUIPMENT, THE SERVICE, AND OR THE CONTRACT OR BREACH THEREOF SHALL BE LIMITED TO THE MONEYS PAID BY THE CITY TO COMPANY FOR THE PARTICULAR EQUIPMENT / SERVICE GIVING RISE TO THE CLAIM. THIS LIABILITY CAP IS NOT INTENDED AND SPECIFICALLY EXCLUDES MATTERS THAT CANNOT BE CAPPED AS A MATTER OF LAW.

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

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

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

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

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

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

that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**13. DEBARMENT AND SUSPENSION.**

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

**14. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. To the extent required by applicable law or permitted by mutual agreement of the parties, the Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such unpriced record for the sole purpose of ensuring compliance with the provisions of this agreement. 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.

**15. ASSIGNMENT AND SUBCONTRACTING.**

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

**16. STANDARD OF PERFORMANCE; WARRANTY.**

The standard of performance applicable to Company'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.

The Company guarantees and warrants that all work will be performed in a workmanlike manner and, labor and materials under this Agreement shall be provided free from defects in material and workmanship for a period set out in the terms and conditions of the Company's Quote which is hereby incorporated by reference. If any unsatisfactory condition or defect develops within that time, the Company will promptly place the work in a condition reasonably satisfactory to the City. If service (and/or parts provided in connection therewith) does not meet the above-stated warranties, the City shall promptly within the applicable above-stated warranty period notify Company in writing. Company shall at its option (i) re-perform the non-conforming portion of the service and (if applicable) repair or (at Company's option) replace the nonconforming part, or (ii) provide a refund or credit allocable to the nonconforming portion of the service/part. Company will determine at its sole discretion which of the above-mentioned options (re- performance, repair, replacement, refund, or credit) Company will take.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER.

#### **17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

No patents, copyrights, trademarks or other intellectual property is being sold, assigned or otherwise transferred to the City. No drawings, designs, specifications, or anything else provided by Company shall be deemed to be "work made for hire" as that term is used under the U.S. Copyright Act. All documentation and drawings, specifications and other technical information reasonably necessary for the correct installation, operation and maintenance of the goods/services purchased by City, together with all technical and quality documentation reasonably requested by City (collectively, the "Work Product"), shall be considered as part of the goods and the physical media on which the Work Product is presented shall be the property of the City upon payment; provided however, that the copyright, patent, trademark, trade secret and other intellectual property contained therein shall be and remain the property of the Company. Company hereby grants to City, a royalty free, perpetual, world-wide, non-exclusive, non-assignable, non-sublicensable license to use the said intellectual property solely for the purpose of installing, operating and maintaining the goods/services. Notwithstanding the foregoing sentence, City may utilize affiliates and third party contractors who are performing work on behalf of City in the exercise of the foregoing license grant for the purpose of installing, operating and maintaining the goods, and City will be entitled to assign the license granted by this section to a customer of City that obtains the goods from City.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials 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).

Company's contract with the City of Spokane may be considered a public record and subject to disclosure pursuant to the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event the City receives a request for such disclosure, and it determines in its legal judgment that no applicable exemption to disclosure applies; and Company has complied with the requirements to mark records considered confidential or proprietary, Company will provide Subcontractor with ten (10) business days notice of the impending release to allow Subcontractor to apply for a protective order.

#### **18. 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.

#### **19. 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. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and any mutually agreed subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. **Force Majeure:** Except with respect to City's payment obligations for work completed, if a party is not able to perform or is delayed due to any cause beyond its reasonable control (including but not limited to acts of God, strike, act or omission of any governmental authority, act of war or terrorism, act of the public enemy, embargo, , or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing), the time of performance shall be extended by the amount of time reasonably sufficient to make up for such delay.

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.

**ATLAS COPCO COMPRESSORS, 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 Contract:** Exhibit A – Certification of Debarment  
Exhibit B - Company's Response to RFQ 6212-25  
25-027b

**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.

ATLAS COPCO COMPRESSORS, LLC <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)

**EXHIBIT B**

**Bid Response Summary**

**Bid Number** RFQ 6312-25 (Re-Bid)  
**Bid Title** Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wages  
**Due Date** Friday, January 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Atlas Copco  
**Submitted By** thomas.judkins@atlascopco.com thomas.judkins@atlascopco.com - Tuesday, January 28, 2025 5:00:53 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 thomas.judkins@atlascopco.com

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE			
		OPTIONAL PRE-BID CONFERENCE. An Optional Pre-Bid Conference will be held on Wednesday, January 22, 2025, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA, 99224	Acknowledged
CONTACT INFORMATION			
		List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Atlas Copco, Thomas Judkins, 1807 Pike St NW Auburn WA, 98001 Suite103, 206-482-0011, thomas.judkins@atlascopco.com

<p>2</p>	<p>Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.</p>	<p>Thomas Judkins, 206-482-0011, thomas.judkins@atlascope.com</p>
<p>TERMS AND CONDITIONS</p>		
	<p>Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City <b>will</b> consider and determine if exception will be accepted.</p>	<p>I do not acknowledge and agree</p>
<p>1.1</p>	<p>EXCEPTION: If you took exception above, upload here.</p>	<p>Fully Signed Agreement Please_sign_OPR_2023-0056_Sole_source_contra.pdf</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>

TECHNICAL GROUP		
	<p>How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".</p>	0
2	<p>LIQUIDATED DAMAGES. Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED (\$500.00) per working day until the work is satisfactorily completed.</p>	I do not acknowledge and agree
2.1	<p>Vendor Response Times. Acknowledge that you have read and understand the following Vendor Response Times Paragraph. The bidder must adhere to the City's response times.</p>	I do not acknowledge and agree
2.2	<p>Vendor's Representation The Vendor has reviewed and understands the document entitled "RFQ 6312-25 (Re-Bid) Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wages.</p>	I acknowledge and agree

2.2.1

EXCEPTIONS: If you took exceptions, explain here what you are taking exception to.

While we understand the desire for these provisions, we are unable to commit to them at this time due to the specific challenges associated with maintaining and servicing this particular models of air compressors and dryers. Here's why: Parts Availability: The ZR 5 Atlas Copco & Anderson Dryer are 30+ years old and alot of part are obsolete. The ZR5 we can still provide standard consumable parts but the Anderson dryer is obsolete and we are unable to purchase any parts for this dryer. All Parts for the Anderson Dryer, Ingersoll Rand, and Cameron Turbo will hae to be sourced by the City of Spokane. Ingersoll Rand and Cameron Turbo are owned by Ingersoll Rand and Ingersoll Rand will not sell parts directly to Atlas Copco. This is another reason why the City will have to source all OEM parts. This makes it impossible to guarantee timely repairs as parts may need to be sourced from various locations, potentially leading to unforeseen delays. We have no control over the availability or shipping times of these parts along with the shipping company's. Technician Availability and Travel Time: Our Spokane technicians cover a vast territory, encompassing the entire East side of Washington and all of Idaho. Often, they are already engaged in jobs that are a considerable distance from your location. This makes it logistically impossible to guarantee a 4-hour on-site response time in every instance. However, please be assured that we are committed to providing you with the best possible service. Here's what we can commit to: Prompt Communication: We guarantee a 24-hour response by a technician or Service Manager for phone support and acknowledgment of your service request. Best Effort Response: We will always make every effort to dispatch a technician to your site as quickly as possible. Transparent Communication: We will keep you informed of any



		potential delays and provide regular updates on the progress of your service request. We value your business and appreciate your understanding. We believe that open communication and a collaborative approach will ensure we can effectively address your service needs.
3	The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual repairs performed. Vendors may bid on one or more compressors and air dryer, or in any combination the Vendor is capable of servicing. Multiple Awards may be in any combination that best serves the city.	I acknowledge and agree
4	Bidder must "select" each item type that is bidding on to perform Maintenance and Repair Services, regarding: Atlas Copco ZR5-62. S/N ARP610273; Cooper Turbo Air 3000. S/N F12858; Ingersol-Rand Centrac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312 Air Dryer: Anderson Industrial Model MPL-1500SP. S/N 06208	Atlas Copco ZR5-62,Cooper Turbo Air 3000,Ingersol-Rand Centrac Denox compressor Model 6CH32M1-HS-HAD,Air Dryer: Anderson Industrial Model MPL-1500SP

<p>4.1</p>	<p>Possible items that may be added to the contract in the future may include by is not limited to: -Atlas Model# ZR110STD 100- Serial Number APF260609, -Atlas ZR500VSD-10.4 Serial Number APD272175, -Atlas Copco BD1800+, 460-3-60,ZPN,N4, 165 (Air Dryer+ Filters+ Resin)</p>	<p>I acknowledge and agree</p>
<p>5</p>	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, bid bond, and sales tax implications in making their bids.</p>	<p>I acknowledge and agree</p>
<p>5.1</p>	<p>Please download the 'Bid Proposal' Pages 12-16 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	<p>pg_12-16_1_24_25 Complete RFQ 6312-25 Bid Document.pdf</p>
<p>6</p>	<p>Please download the 'Subcontractor List' Pages 19 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here:</p>	<p>pg 19 subcontractor.pdf</p>

6.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
7	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
7.1	Bidders can Download 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form', Pages 20-24 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	
7.2	If not uploaded, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign, and submit this form with attached documentation within twenty four (24) hours of notification	I acknowledge and agree
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

<p>#1</p>	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	<p>I Certify</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
	<p>If you have additional information/documents to submit, upload them here.</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>	

4	If you have additional information/documents to submit, upload them here.
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**BID PROPOSAL**

**These Next Five Pages (Pages #12-16) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.1**

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

**PROJECT:** RFQ 6312-25 (Re-Bid)  
Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wage

**BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

**SALES TAX.**

The City will apply applicable tax to Bidder's response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

**BID OFFER.**

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

**March 15, 2025 Through March 14, 2026**

Prices shall be firm throughout the first year of the contract period, 3/15/2025 through 3/14/2026.

**For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.**

**RFQ 6312-25 Pricing Page**

Quantities shown on "Pricing Form" 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 usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Scheduled Service	For evaluation purposes an annual total of 60 hours would be used, comprised of (5) five 12-hour Scheduled Service Calls, one for each Compressor, which would be evaluated at bidder's "averaged-hourly classification-rate for 8-hours straight time plus 4-hours overtime".
Unscheduled Service Non-Emergency	Vendor must be onsite at WTEF within 24 hours of notification.
	For evaluation purposes, an annual total of 40 hours would be used, comprised of (5) five 8-hour Unscheduled Non-Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for straight time.

Unscheduled Service Emergency	Vendor must be onsite at WTEF within 4 hours of notification.			
	For evaluation purposes, an annual total of 60 hours would be used, comprised of (5) five 8-hour Unscheduled Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Emergency Work Rate".			
Travel Cost "Standard Travel Cost Per Service"	For evaluation purposes, an annual total of eight (8) travel cost would be evaluated at "Standard Travel Cost Per Service".			
Travel Cost "Emergency Travel Cost Per Service"	For evaluation purposes, an annual total of four (4) travel cost would be evaluated at "Emergency Travel Cost Per Service".			
Bidder To Define What Constitutes "Straight Time Rate":	Normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Overtime Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Emergency Hourly Rate":	Extra costs apply if work is performed outside normal working hours (8:00am - 5:00pm, Monday through Friday).			
Bidder To Define What Constitutes "Holiday Rate":	Worked Perform during any Atlas Copco recognized Holidays			
Bidder To Define What Constitutes "Standard Travel Cost Per Service"	Travel is considered Portal to Portal from 4128 S. Bowdish Rd, Spokane Valley, 99206			
Bidder To Define What Constitutes "Emergency Travel Cost Per Service"	Travel cost from current technician location when dispatched. Laborers			
Classifications	Hourly Rates			
	Straight Hourly Time	Overtime Hourly Rate	Emergency Hourly Rate	Holiday Hourly Rate
Laborers/ Industrial Technician ZR 5 Compressor	\$ 240.00	\$ 360.00	\$ 360.00	\$ 400.00
Cooper Turbo Air 3000, S/N F12858 Ingersol-Rand Centrac Model 6CH32M1-HS-HAD, SIN M90-531 Anderson Industrial Model MPL-1500SP, S/N 06208	\$ 300.00	\$ 450.00	\$ 450.00	\$ 600.00
	\$	\$	\$	\$

	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Travel Cost</b>				
All Inclusive Travel Cost Per Service Call	<b>All-Inclusive "Standard Travel Cost Per Service"</b>		<b>All-Inclusive "Emergency Travel Cost Per Service"</b>	
	\$ 470.00		\$ Depends on location of dispatched technician	
<b>Percentage Markup For Parts and Materials</b>				
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract				
Percentage Markup for Parts/Materials. Parts and Materials will be paid at Vendor's cost plus percentage markuP.. Enter Percentage Markup above Vendor's cost here: <i>I do not have access to mark-up parts and only see one price for parts.</i>				0 %
<b>Other Costs</b>				
No other costs will be allowed if not listed below.				
List any other cost that could be incurred that is not listed above to be incurred per an individual service call.				
Description		Cost		
Mileage is charged @ \$2.00/mile Portal to Portal		\$ 40 Miles x 2.00 = \$80		
Gas Surcharge \$30.00		\$ 30.00		
Min Labor charge 4 hrs.		\$ 960.00		
Administration & process fees per invoice		\$ 150.00		

**ADDENDA.**

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



**VENDOR RESPONSE TIMES.**

Vendor must adhere to response times after notification being onsite at WTEF with 24 hours for Unscheduled Non-Emergency Service calls, and 4 hours for Unscheduled Emergency Service calls.

**LIQUIDATED DAMAGES.**

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

**BIDDER RESPONSIBILITY.**

U.B.I. Number 601 504 631

Washington Employment Security Department Number 000-477774-00-3

Washington Excise Tax Registration Number 601-054-631

City of Spokane Business License Number ATLASCC924K3

**NON-COLLUSION.**

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

Name of Bidder: Thomas Judkins

Signature of Bidder's Authorized Representative  
Service Sales Manager

Title  
1807 Pike St NW Auburn WA, 98001 Suite103

Address  
206-482-011

Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On 1/24/25  
date

1/8/2025

(Seal Or Stamp)

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

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

**IF PARTNERSHIP**

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

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

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

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

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

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

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

This Page (Page #19) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.

**SUBCONTRACTOR LIST**

RFQ 6312-25,  
Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wage

0 **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

**Bid Response Summary**

**Bid Number** RFQ 6312-25 (Re-Bid)  
**Bid Title** Compressors Maintenance and Repair Services "As-Needed"– Prevailing Wages  
**Due Date** Friday, January 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Atlas Copco  
**Submitted By** thomas.judkins@atlascopco.com thomas.judkins@atlascopco.com - Tuesday, January 28, 2025 5:00:53 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 thomas.judkins@atlascopco.com

**Comments****Question Responses**

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE			
	1	OPTIONAL PRE-BID CONFERENCE. An Optional Pre-Bid Conference will be held on Wednesday, January 22, 2025, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA, 99224	Acknowledged
CONTACT INFORMATION			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address:	Atlas Copco, Thomas Judkins, 1807 Pike St NW Auburn WA, 98001 Suite103, 206-482-0011, thomas.judkins@atlascopco.com

2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Thomas Judkins, 206-482-0011, thomas.judkins@atlascopco.com
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 do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I do not acknowledge and agree
1.1	EXCEPTION: If you took exception above, upload here.	Fully Signed Agreement Please_sign_OPR_2023-0056_Sole_source_contra.pdf
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify

TECHNICAL GROUP		
1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	0
2	LIQUIDATED DAMAGES. Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIVE HUNDRED (\$500.00) per working day until the work is satisfactorily completed.	I do not acknowledge and agree
2.1	Vendor Response Times. Acknowledge that you have read and understand the following Vendor Response Times Paragraph. The bidder must adhere to the City's response times.	I do not acknowledge and agree
2.2	Vendor's Representation The Vendor has reviewed and understands the document entitled "RFQ 6312-25 (Re-Bid) Compressors Maintenance and Repair Services "As-Needed"- Prevailing Wages.	I acknowledge and agree

2.2.1

EXCEPTIONS: If you took exceptions, explain here what you are taking exception to.

While we understand the desire for these provisions, we are unable to commit to them at this time due to the specific challenges associated with maintaining and servicing this particular models of air compressors and dryers. Here's why: Parts Availability: The ZR 5 Atlas Copco & Anderson Dryer are 30+ years old and alot of part are obsolete. The ZR5 we can still provide standard consumable parts but the Anderson dryer is obsolete and we are unable to purchase any parts for this dryer. All Parts for the Anderson Dryer, Ingersoll Rand, and Cameron Turbo will hae to be sourced by the City of Spokane. Ingersoll Rand and Cameron Turbo are owned by Ingersoll Rand and Ingersoll Rand will not sell parts directly to Atlas Copco. This is another reason why the City will have to source all OEM parts. This makes it impossible to guarantee timely repairs as parts may need to be sourced from various locations, potentially leading to unforeseen delays. We have no control over the availability or shipping times of these parts along with the shipping company's. Technician Availability and Travel Time: Our Spokane technicians cover a vast territory, encompassing the entire East side of Washington and all of Idaho. Often, they are already engaged in jobs that are a considerable distance from your location. This makes it logistically impossible to guarantee a 4-hour on-site response time in every instance. However, please be assured that we are committed to providing you with the best possible service. Here's what we can commit to: Prompt Communication: We guarantee a 24-hour response by a technician or Service Manager for phone support and acknowledgment of your service request. Best Effort Response: We will always make every effort to dispatch a technician to your site as quickly as possible. Transparent Communication: We will keep you informed of any



		potential delays and provide regular updates on the progress of your service request. We value your business and appreciate your understanding. We believe that open communication and a collaborative approach will ensure we can effectively address your service needs.
3	<p>The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual repairs performed. Vendors may bid on one or more compressors and air dryer, or in any combination the Vendor is capable of servicing. Multiple Awards may be in any combination that best serves the city.</p>	I acknowledge and agree
4	<p>Bidder must "select" each item type that is bidding on to perform Maintenance and Repair Services, regarding: Atlas Copco ZR5-62. S/N ARP610273; Cooper Turbo Air 3000. S/N F12858 ; Ingersol-Rand Centrac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312 Air Dryer: Anderson Industrial Model MPL-1500SP. S/N 06208</p>	Atlas Copco ZR5-62,Cooper Turbo Air 3000,Ingersol-Rand Centrac Denox compressor Model 6CH32M1-HS-HAD,Air Dryer: Anderson Industrial Model MPL-1500SP

<p>4.1</p>	<p>Possible items that may be added to the contract in the future may include by is not limited to: -Atlas Model# ZR110STD 100- Serial Number APF260609, -Atlas ZR500VSD-10.4 Serial Number APD272175, -Atlas Copco BD1800+, 460-3-60,ZPN,N4,165 (Air Dryer + Filters + Resin)</p>	<p>I acknowledge and agree</p>
<p>5</p>	<p>PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, bid bond, and sales tax implications in making their bids.</p>	<p>I acknowledge and agree</p>
<p>5.1</p>	<p>Please download the 'Bid Proposal' Pages 12-16 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.</p>	<p>pg_12-16_1_24_25 Complete RFQ 6312-25 Bid Document.pdf</p>
<p>6</p>	<p>Please download the 'Subcontractor List' Pages 19 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here:</p>	<p>pg 19 subcontractor.pdf</p>

6.1	Sub-Vendor(s) must be a Washington State registered at the time of Bid submittal.	Acknowledged
7	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
7.1	Bidders can Download 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form', Pages 20-24 of the RFQ 6312-25 bid document in the 'Documents' tab, complete, and upload the completed document here.	
7.2	If not uploaded, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign, and submit this form with attached documentation within twenty four (24) hours of notification	I acknowledge and agree
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I Certify
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
1	<p>If you have additional information/documents to submit, upload them here.</p>	
2	<p>If you have additional information/documents to submit, upload them here.</p>	
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4	If you have additional information/documents to submit, upload them here.
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## BID PROPOSAL

**These Next Five Pages (Pages #12-16) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.1**

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

**PROJECT:** RFQ 6312-25 (Re-Bid)  
Compressors Maintenance and Repair Services “As-Needed”– Prevailing Wage

### **BIDDER'S DECLARATION.**

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations.

### **SALES TAX.**

The City will apply applicable tax to Bidder’s response when tabulating bids. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.

### **BID OFFER.**

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

#### **March 15, 2025 Through March 14, 2026**

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<b><u>RFQ 6312-25 Pricing Page</u></b>	
Quantities shown on “Pricing Form” 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 usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Scheduled Service	For evaluation purposes an annual total of 60 hours would be used, comprised of (5) five 12-hour Scheduled Service Calls, one for each Compressor, which would be evaluated at bidder's "averaged-hourly classification-rate for 8-hours straight time plus 4-hours overtime".
Unscheduled Service Non-Emergency	Vendor must be onsite at WTEF within 24 hours of notification.
	For evaluation purposes, an annual total of 40 hours would be used, comprised of (5) five 8-hour Unscheduled Non-Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for straight time.

Unscheduled Service Emergency	Vendor must be onsite at WTEF within 4 hours of notification.			
	For evaluation purposes, an annual total of 60 hours would be used, comprised of (5) five 8-hour Unscheduled Emergency Service calls, which would be evaluated at Vendor's "averaged hourly classification-rate for Emergency Work Rate".			
Travel Cost "Standard Travel Cost Per Service"	For evaluation purposes, an annual total of eight (8) travel cost would be evaluated at "Standard Travel Cost Per Service".			
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Bidder To Define What Constitutes "Straight Time Rate":	Normal working hours (8:00am - 5:00pm, Monday through Friday).			
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Bidder To Define What Constitutes "Emergency Travel Cost Per Service"	Travel cost from current technician location when dispatched. Laborers			
<b>Classifications</b>	Hourly Rates			
	<b>Straight Hourly Time</b>	<b>Overtime Hourly Rate</b>	<b>Emergency Hourly Rate</b>	<b>Holiday Hourly Rate</b>
Laborers / Industrial Technician  ZR 5 Compressor	\$ 240.00	\$ 360.00	\$ 360.00	\$ 400.00
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	\$	\$	\$	\$

	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Travel Cost</b>				
All Inclusive Travel Cost Per Service Call	<b>All-Inclusive "Standard Travel Cost Per Service"</b>		<b>All-Inclusive "Emergency Travel Cost Per Service"</b>	
	\$ 470.00		\$ Depends on location of dispatched technician	
<b>Percentage Markup For Parts and Materials</b>				
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract.				
Percentage Markup for Parts/Materials. Parts and Materials will be paid at Vendor's cost plus percentage markup. Enter Percentage Markup above Vendor's cost here: I do not have access to mark-up parts and only see one price for parts.			0 %	
<b>Other Costs</b>				
No other costs will be allowed if not listed below.				
List any other cost that could be incurred that is not listed above to be incurred per an individual service call.				
<b>Description</b>		<b>Cost</b>		
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Gas Surcharge \$30.00		\$ 30.00		
Min Labor charge 4 hrs.		\$ 960.00		
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**ADDENDA.**

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**BIDDER RESPONSIBILITY.**

U.B.I. Number 601 504 631

Washington Employment Security Department Number 000-477774-00-3

Washington Excise Tax Registration Number 601-054-631

City of Spokane Business License Number ATLASCC924K3

**NON-COLLUSION.**

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

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.**

Name of Bidder: Thomas Judkins

Signature of Bidder's Authorized Representative

Service Sales Manager

Title

1807 Pike St NW Auburn WA, 98001 Suite103

Address

206-482-011

Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On 1/24/25  
date

(Seal Or Stamp)

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

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

**IF PARTNERSHIP**

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

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

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

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

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
*date*

(Seal Or Stamp)

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

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

This Page (Page #19) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6.

### SUBCONTRACTOR LIST

RFQ 6312-25,  
Compressors Maintenance and Repair Services "As-Needed" – Prevailing Wage

0 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR n/a  
TYPE OF WORK/BID ITEM \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
CONTRACTOR'S U.B.I. Number. \_\_\_\_\_



< Business Lookup

License Information:

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

**Entity name:** ATLAS COPCO RENTAL LLC

**Business name:** ATLAS COPCO RENTAL LLC

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

**UBI #:** 602-634-720

**Business ID:** 001

**Location ID:** 0003

**Location:** Active

**Location address:** 18930 66TH AVE NE  
ARLINGTON WA 98223-8702

**Mailing address:** 120 S CENTRAL AVE  
STE 350  
CLAYTON MO 63105-1705

**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="#">Arlington General Business</a>	1022			Active	May-31-2025	May-01-2014
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2025	Oct-23-2014

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

Governing people	Title
ATLAS COPCO NORTH AMERICA INC	

Registered Trade Names

Registered trade names	Status	First issued
ATLAS COPCO RENTAL LLC	Active	Jun-20-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/6/2024 11:29:08 AM

[Contact us](#)

[How are we doing?](#)  
[Take our survey!](#)

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

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> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: AtlasCopco.CertRequest@marsh.com	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____	<b>FAX (A/C, No):</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F : L M Insurance Corporation</td> <td>33600</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : N/A	N/A	INSURER D : N/A	N/A	INSURER E : N/A	N/A	INSURER F : L M Insurance Corporation
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INSURER D : N/A	N/A														
INSURER E : N/A	N/A														
INSURER F : L M Insurance Corporation	33600														
CN102545447-ALL-GAWP-24-25      N/A      NO      ComLL															
<b>INSURED</b> Atlas Copco Compressors LLC 300 Technology Center Way, Suite 550 Rock Hill, SC 29730															

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-011535576-06      **REVISION NUMBER:** 19

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 SUBR INSD	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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO4967599-00	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-631-004250-424	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
F	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N	WA5-63D-004250-404 (AOS) WC5-631-004250-394 (WI)	06/01/2024 06/01/2024	06/01/2025 06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Spokane Solid Waste, its officers, and employees and the Architect are included as additional insured (except workers' compensation) where required by written contract as respects agreement with the Name Insured. Contractual Liability is included in General Liability subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> City of Spokane Solid Waste 2900 S. 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>Marsh USA LLC</i>
---	---	--

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 03/17/2025**Committee Agenda type:** Consent**Date Rec'd**

3/10/2025

**Clerk's File #**

OPR 2025-0248

**Cross Ref #****Project #****Council Meeting Date:** 04/14/2025**Submitting Dept**

STREETS

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

CLINT HARRIS 625-7744

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

CEHARRIS@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?** YES**Agenda Item Name**

1100 - ICE KICKER PURCHASE AMENDMENT

**Agenda Wording**

The Street Department is seeking approval to increase the current purchase amount authorized by OPR 2024-0318, pertaining to the five-year value blanket (VB-301533) with Salt Distributors, from \$115,000 annually to \$500,00 annually (plus tax); equating to an overall increase from \$575,000 to \$2,500,000 (plus tax) over the five one-year periods.

**Summary (Background)**

The Streets Department has increased the use of Ice Kicker Salt as it has proven to provide better results than Liquid Deicer to maintain road conditions during the winter months.

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

N/A

**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?**

N/A

**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?**

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>	
Approved in Current Year Budget? YES	
Total Cost	\$ 2,500,000
Current Year Cost	\$ 500,000
Subsequent Year(s) Cost	\$ 500,000
<b><u>Narrative</u></b>	
<b>Amount</b>	<b>Budget Account</b>
Expense \$ 2,500,000	# 100-21800-42660-53210-99999
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>	
<b>Expense Occurrence</b>	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>	
<b>Approvals</b>	<b>Additional Approvals</b>
<b><u>Dept Head</u></b>	
<b><u>Division Director</u></b>	
<b><u>Accounting Manager</u></b>	
<b><u>Legal</u></b>	
<b><u>For the Mayor</u></b>	
<b>Distribution List</b>	
Nic Binczewski, sales@saltdistributorsinc.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
tbrazington@spokanecity.org	rrinderle@spokanecity.org
jdykes@spokanecity.org	tprince@spokanecity.org



## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Salt Distributors, Inc.  
**Submitted By** Stanley Binczewski - Friday, February 9, 2024 1:10:37 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 Sales@saltdistributorsinc.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
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.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
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 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 opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
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.	Nic Binczewski 509-218-1983 sales@salt distributorsinc.com
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4 clarifications
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
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	602332257
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
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 acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
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 RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	salt_-_english_-_sept_2015.pdf
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	City Of Spokane Valley, Shane Arlt 509-954-0850 Pierce county, Wanda Davis (253) 798-3897 WSDOT ER1,2,3,4 NC2,3 Jan Rudd 509-324-6590 Idot Shad Flores 208-772-1245 Odott Scott Ratay 971-701-1772 City Of Wenatchee Andy Greer 509-888-3245 More cities and counties available upon request.

10	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
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane + SDI Cover Letter.pdf
4	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	Compass Minerals Salt, SOP and Magnesium Chloride Plants 765 N. 10500 West Ogden, Utah 84404 801.731.3100 Broken Arrow Stanisbury Island Utah 1-800-491-3942 Saltworx 801-791-3321 po box 628 morgan Utah 84050
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge

4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

10	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.</p>	I acknowledge and I understand
11	<p>Rejection of Bids: 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>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: 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. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____</p>	S corp Washington



14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "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>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier 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

3	<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>	I agree and I acknowledge
4	<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>	I agree and I acknowledge
5	<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>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

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>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
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>	No
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	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
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	no Charge
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	no charge
5	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
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge



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.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00	\$159.94	\$55,979.00	Clear Roads Category 4C Ice Kicker corrosion Inhibited standard gradation performance road salt
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$175.67	\$351,340.00	Clear Roads Category 8A-R Drirox Kiln dried washed standard gradation salt
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			

4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00	\$135.13	\$270,260.00	Clear Roads Category 8B Qwiksalt standard gradation road salt treated with magnesium chloride and YPS
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00			
<b>Total Base Bid</b>				\$677,579.00			





< Business Lookup

**License Information:**

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

**Entity name:** SALT DISTRIBUTORS, INC.

**Business name:** SALT DISTRIBUTORS, INC.

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

**UBI #:** 602-332-257

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 15201 E MARRIETTA AVE  
SPOKANE VALLEY WA 99216

**Mailing address:** PO BOX 100  
NEWMAN LAKE WA 99025-0100

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Oct-31-2025	Sep-29-2022
<a href="#">Spokane General Business - Non-Resident</a>				Active	Oct-31-2025	Nov-13-2017
<a href="#">Spokane Valley General Business - Non-Resident</a>				Active	Oct-31-2025	Nov-29-2017

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
BINCZEWSKI, NIC	
BINCZEWSKI, STAN	

**Registered Trade Names**

Registered trade names	Status	First issued
SALT DISTRIBUTORS, INC.	Active	Mar-10-2009

The Business Lookup information is updated nightly. Search date and time: 3/10/2025 3:58:58 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/25

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> <b>GVI INSURANCE</b> 1320 N Atlantic Spokane, WA 99201	<b>CONTACT NAME:</b> Jeff Eucker <b>PHONE (A/C No. Ext):</b> (509)328-5800 <b>E-MAIL ADDRESS:</b> jeff@gvicorp.com	<b>FAX (A/C, No):</b> (509)328-0254
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Salt Distributors Inc.</b> PO Box 100 Newman Lake, WA 99025	<b>INSURER A:</b> Liberty Mutual Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>WA Stop Gap</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BKS 59092434	09/25/24	09/25/25	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS 59092434	09/24/24	09/24/25	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ESO 59092434	09/24/24	09/24/25	EACH OCCURRENCE	\$ 4,000,000
	AGGREGATE						\$ 4,000,000	
	<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		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Spokane is named an additional insured on the general liability policy per written contract.

**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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RENTAL AGREEMENT

CUSTOMER NUMBER 573-100691

### Customer Details

City of Spokane  
915 N Nelson St  
  
Spokane, Washington 99202  
(509) 655-0959  
  
US DOT  
MC/CVOR #  
PO #

### Rental Unit Details

Vehicle #	150-769	License Plate #	AM615
VIN	1XKZD49XXMJ440086		
Type	TADC		
Weight Limit (GVW/GCW)	80,000		
Fuel Out	8/8	Fuel In	
DEF Out	8/8	DEF In	
Odometer Out	50,700	Odometer In	
Hours Out		Hours In	

### Driver Details

Name Terry Somers  
DOB \*\*\*-\*\*-\*\*\*\*  
License # WDL3Z9T7633B  
State WA  
Exp.Date 8/5/2025  
Class

### Agreement Details

Rental Type	Rental		
Lease Unit #			
Date Due Back	2/28/2025	Time Due Back	12:00 PM PT
Date Out	2/14/2025	Time Out	8:00 AM PT
Date In		Time In	
Days Used			

### Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

### Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$280.00		
Weekly Rate @	\$1,400.00	2	\$2,800.00
Monthly Rate @	\$5,741.67		
Mileage Rate @	\$0.20	200	\$40.00
Hourly Rate @			
<b>SUB TOTAL*</b>			<b>\$2,840.00</b>
Sales Tax	\$0.00		
Fuel Rate/Gallon			
DEF Rate/Gallon			
Liability @	CP		
Physical Damage @	CP		

\*May be subject to additional fees

### Comments

### Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)  
Customer to furnish physical damage insurance as specified in paragraph 5(d)

Select One:  Hazardous Material  Non Hazardous Material

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
RENTED BY : \_\_\_\_\_ CHECKED IN BY : \_\_\_\_\_

### Hours of Operation

Mon-Fri :  
Saturday:  
Sunday:

**PACCENTRAL 24 HOUR  
EMERGENCY SERVICE**  
1-800-759-2979



6420 E Broadway Ave  
Spokane Valley, WA 99212

PH: (509) 536-7221  
www.KenworthSalesCo.com

**\*\*\* REPRINT \*\*\***

Invoice: 016R1013084  
Date / Hour: 2/14/2025 8:51 AM  
Rental Contract: 1013  
Customer: 20135  
Branch: SPOKANE  
Total Invoice: \$1,545.43  
Page 1 of 1

**Bill To:** SPOKANE CENTRAL SERVICE CENTER  
915 N Nelson St  
Spokane, WA 99202-3769

**Contract Address:** SPOKANE CENTRAL SERVICE CENTER  
915 N Nelson St  
Spokane, WA 99202-3769

Contract PO: .

Fixed Charges Billing Period: 02/08/2025 - 02/14/2025  
Variable Charges Billing Period: 02/08/2025 - 02/14/2025

Unit: 150-769      VIN/Serial: 1XKZD49XXMJ440086  
Unit PO: .

Previously Billed Meter: 58,364      Meter at Billing: 58,388

Make: Kenworth      Model: T880      Year: 2021

Fixed Charge	QTY	Description:	Meter Type:	Rate:	Total:
	1	Rental Fixed Charge 02/08/2025-02/14/2025		\$1,400.00	\$1,400.00
	1	Environmental fee 02/08/2025-02/14/2025		\$10.00	\$10.00
Variable Charge	QTY	Description:	Meter Type:	Rate:	Total:
	24	Mileage 02/08/2025-02/14/2025	Miles	\$0.2000	\$4.80
Miscellaneous Charge	QTY	Description:	Meter Type:	Rate:	Total:
	1400	Rental WA Motor Vehicle Tax		\$0.0030	\$4.20
				<b>Unit Total Fixed:</b>	<b>\$1,410.00</b>
				<b>Unit Total Variable:</b>	<b>\$4.80</b>
				<b>Unit Total Misc:</b>	<b>\$4.20</b>
				<b>Unit Total:</b>	<b>\$1,419.00</b>

**Detail Tax Info:**

Spokane WA City Tax	\$35.12
Washington WA State Tax	\$91.31
Total Tax:	\$126.43

<b>Total Fixed:</b>	\$1,410.00
<b>Total Variable:</b>	\$4.80
<b>Total Misc:</b>	\$4.20
<b>Total Fuel:</b>	\$0.00
<b>Invoice Subtotal:</b>	\$1,419.00
<b>Total Tax:</b>	\$126.43
<b>Total Invoice:</b>	\$1,545.43

<b>Payment Method</b>	<b>Terms</b>	<b>Due Date</b>
AR - Leasing	NET 10TH PROX	03/10/2025

Remit To:  
Kenworth Sales Company, Inc - Spokane  
Dept. #001  
PO Box 27088  
Salt Lake City, UT 84127-0088



< Business Lookup

**License Information:**

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

**Entity name:** KENWORTH SALES COMPANY

**Business name:** KENWORTH SALES-SPOKANE

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

**UBI #:** 603-238-845

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 6420 E BROADWAY AVE  
SPOKANE VALLEY WA 99212-1037

**Mailing address:** 2125 S CONSTITUTION BLVD  
WEST VALLEY CITY UT 84119-1219

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

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

**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Motor Vehicle Dealer</a>	01180		<a href="#">View Plates</a>	Active	Sep-30-2025	Apr-03-2013
<a href="#">Spokane General Business - Non-Resident</a>				Active	Sep-30-2025	Mar-31-2021
<a href="#">Spokane Valley General Business</a>				Active	Sep-30-2025	Nov-02-2012

**Owners and officers on file with the Department of Revenue**

Owners and officers	Title
KENWORTH SALES COMPANY	

**Registered Trade Names**

Registered trade names	Status	First issued
KENWORTH SALES COMPANY - TRP OF WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY - WENATCHEE	Active	Mar-27-2020
KENWORTH SALES COMPANY PACLEASE	Active	Jan-09-2013
KENWORTH SALES-PASCO	Active	Jan-09-2013
KENWORTH SALES-SPOKANE	Active	Jan-09-2013
KWS LEASING	Active	Feb-27-2019
TRANSPORT FINANCE	Active	Jan-09-2013
TRANSPORT LEASING	Active	Jan-09-2013
TRANSPORT LEASING AND RENTAL	Active	Jan-09-2013
TRANSPORT RENTAL	Active	Jan-09-2013
TRP OF WENATCHEE	Active	Mar-27-2020

Registered trade names	Status	First issued
TRP WENATCHEE	Active	Mar-27-2020

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/11/2025 11:50:45 AM

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