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

AGENDA FOR 12:00 P.M. MONDAY, APRIL 21, 2025

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM April 21, 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 3rd 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. MONTHLY DIRECTOR'S REPORT - MARLENE FEIST (10 minutes)
2. MONAGHAN STATUE RELOCATION & STREET SAFETY PROJECT - MARLENE FEIST (10 minutes)
3. CONTRACT WITH WASHINGTON DOL REGARDING TRANSPORTATION BENEFIT DIST - JON SNYDER (5 minutes)
4. 4490 - SBO FOR DEPARTMENT OF ECOLOGY CARBON CAPTURE STUDY GRANT - CHRIS AVERYT (5 minutes)
5. 4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR NERC/FERC COMPLIANCE - CHRIS AVERYT (5 minutes)
6. PLAY STREETS & NEIGHBORHOOD BLOCK PARTY PROGRAM ORDINANCE - ADAM MCDANIEL (5 minutes)
7. 0520 - NO TURN ON RED RESOLUTION - RIVERSIDE NEIGHBORHOOD - ADAM MCDANIEL (5 minutes)
8. 0370 - LOW BID AWARD HIGHWAY 195 MEADOWLANE INTERSECTION UPGRADE 2023105 - DAN BULLER (5 minutes)
9. 4250 - SIDEWALK CONDITION ASSESSMENT DATA COLLECTION - LORENA CROUCHER (10 minutes)
10. 4250 - 6-YEAR STREET PROGRAM (2026-2031) ANNUAL UPDATE - KEVIN PICANCO (10 minutes)
11. 0650 CLIMATE PLANNING ENGAGEMENT UPDATE - MAREN MURPHY (10 minutes)
12. CONSERVATION MASTER PLAN ANNUAL REPORT - KRISTEN ZIMMER (15 minutes)
13. GREEN TOPS, COOL STOPS - BEA BUDKE, MARK MCKEE, EWU STUDENTS (10 minutes)
14. BOARD, COMMISSION, AND STAFF UPDATES - (10 minutes)

III. Consent Items

1. 1100 - STREETS EMULSIFIED ASPHALT (STREETS)
2. 1100 - STREETS FOG SEAL (STREETS)
3. 1100 - ICE KICKER PURCHASE AMENDMENT (STREETS)

4. 0370 - LOW BID AWARD - SPRAGUE/ALKI/BROADWAY GRIND AND OVERLAY (ENGINEERING SERVICES)

5. 0370 - LOW BID AWARD - FRANCIS AND ASSEMBLY WATER TRANSMISSION MAIN (ENGINEERING SERVICES)

6. 0370 - EYE CLINIC SIDEWALK VAULT INFILL (ENGINEERING SERVICES)

7. 0370 - LOW BID AWARD - CSO TANK REHABILITATION PROJECT (ENGINEERING SERVICES)

8. 0370 - LOW BID AWARD - 2025 LOCAL STREET GRIND AND OVERLAY 2025044 (ENGINEERING SERVICES)

9. 0370 - LOW BID AWARD - 2025 LOCAL STREET CHIP SEAL 2025043 (ENGINEERING SERVICES)

10. 0370 - LOW BID AWARD - FREYA STREET - 21ST TO 13TH DISTRIBUTION MAIN (ENGINEERING SERVICES)

11. 0370 - ADMINISTRATIVE RESERVE INCREASE INLAND ASPHALT MARKET MONROE G&O (ENGINEERING SERVICES)

12. 4100 UTILITY CONCRETE REPAIR SERVICES (WATER & HYDROELECTRIC SERVICES)

13. 4250 – AMENDMENT TO UTILITY PIPE REHABILITATION PROGRAM (INTEGRATED CAPITAL MANAGEMENT)

14. 4320 RPWRF BUILDING EXTERIOR REHAB & IMPROVEMENTS (WASTEWATER MANAGEMENT)

15. 4320 RPWRF CONSENT SERPENTIX BELT NORTH REPLACEMENT PROJECT (WASTEWATER MANAGEMENT)

16. 4490 BUILDING ADDITION AT THE WASTE TO ENERGY FACILITY (SOLID WASTE DISPOSAL)

17. 4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF ANHYDROUS AMMONIA (SOLID WASTE DISPOSAL)

18. 4490 VALUE BLANKET RENEWAL FOR FEEDER AND GRATE PARTS (SOLID WASTE DISPOSAL)

19. 4490 CONTRACT FOR HIGH VOLTAGE TECHNICAL AND MAINTENANCE SERVICES (SOLID WASTE DISPOSAL)

20. 4490 VALUE BLANKET FOR REPLACEMENT COMPRESSOR PARTS (SOLID WASTE DISPOSAL)

21. 5100- PURCHASE OF DUMP TRUCK FOR WATER (FLEET SERVICES)

22. 5100- PURCHASE OF DUMP TRUCK FOR WATER (2 OF 2) (FLEET SERVICES)

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**. **May 19, 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 mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date:

Date Rec'd	4/16/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Report Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	MONTHLY DIRECTOR'S REPORT		

Agenda Wording

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

Summary (Background)

The Public Works Department serves the community by providing high-quality, environmentally responsible services and infrastructure that protect the public health, maintain public investment and support affordability. This involves providing essential infrastructure like roads, bridges, and water systems, as well as managing essential services like waste management, garbage and recycling.

What impacts would the proposal have on historically excluded communities?

The Public Works Department 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?

The Public Works Department 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?

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council: **Committee:** PIES **Date:** 04/21/2025 **Committee Agenda type:** Discussion		**Date Rec'd**	4/16/2025
		Clerk's File #	RES 2025-0031
		Cross Ref #	
Council Meeting Date: 05/12/2025		**Project #**	
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?**	
Agenda Item Name	MONAGHAN STATUE RELOCATION & STREET SAFETY PROJECT		

Agenda Wording

Resolution authorizing relocation of the Monaghan Monument.

Summary (Background)

The City's elected leaders have prioritized street safety enhancements, particularly in the core, to improve protection for pedestrians and bicyclists. One prioritized project involves a reconfiguration turning movements onto Riverside from Monroe to slow traffic. That project requires the relocation of the Monaghan Monument that is located within the public right of way at this location. At the same time, the City has received a variety of feedback from the public about the legacy of this monument. John R. Monaghan was a member of the first graduating class at Gonzaga University, the first person in Washington state to attend the United States Naval Academy, and was killed while serving as an officer aboard the U.S.S. Philadelphia during the Second Samoan Civil War. Nonetheless, the language used in dedicating the monument no longer reflects the values and beliefs of the present day.

What impacts would the proposal have on historically excluded communities?

The Public Works Department 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?

The Public Works Department 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?

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	FEIST, MARLENE		
Division Director	FEIST, MARLENE		
Accounting Manager			
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

RESOLUTION NO. 2025-XXXX

A RESOLUTION AUTHORIZING THE RELOCATION OF
THE JOHN R. MONAGHAN MONUMENT FROM THE CITY PUBLIC RIGHT OF WAY

WHEREAS, feedback from members of the Spokane community have reflected a broad spectrum of views concerning the legacy of the John R. Monaghan Monument ("Monaghan Monument"); and

WHEREAS, the Spokane City Council passed a resolution on July 5, 1899, appropriating $1,000 towards the construction of the Monument; and

WHEREAS, the City Council adopted Ordinance No. A1655 on July 5, 1904, dedicating land in the intersection of Riverside Avenue and Monroe Street for the placement of the Monaghan Monument; and

WHEREAS, the Monaghan Monument was dedicated on October 25, 1906; and

WHEREAS, the Monaghan Monument is located in the City's right of way, impacting the City's ability to implement planned transportation improvement projects at that location; and

WHEREAS, City staff have been in communication with members of the Monaghan family, the results of which demonstrate a shared commitment to relocating the Monaghan Monument; and

WHEREAS, the Fairmount Memorial Association has agreed to accept relocation of the Monaghan Monument;

WHEREAS, City Administrative Policy 0014-07-01, adopted in 2007, provides that any artwork in the City's collection may be subject to deaccession and disposition to private parties with the approval of the City Council; and

WHEREAS, the installation and City investment in the Monaghan Monument predates the establishment of the City's Public Art Inventory and administrative policy, but it is appropriate to formally recognize the relocation of the Monaghan Monument and the City Council's role in any disposition of City artwork;

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

DRAFT

1. Authorizes the relocation of the John R. Monaghan Monument from the City's public right of way and;
2. Authorizes the transfer of all of the City's interest in the Monaghan Monument, including ownership interest, to the Monaghan Monument to the Monaghan family; and
3. Supports the efforts of the Public Works Director and appropriate staff to initiate the process for the relocation of Monaghan Monument; and
4. Supports the efforts of the Mayor's Office to coordinate with the Monaghan family to arrange for the transfer and relocation of the Monaghan Monument.

ADOPTED by the City Council this ____day of _____, 2025.

_____

City Clerk

Approved as to Form

_____

Assistant City Attorney

DRAFT

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/12/2025

Date Rec'd	4/8/2025
Clerk's File #	OPR 2025-0320
Cross Ref #	TBD-OPR 11-01
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JON SNYDER 625-6069
Contact E-Mail	JSNYDER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	PDILLON
Sponsoring at Administrators Request	YES
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	CONTRACT WITH WASHINGTON DOL REGARDING TRANSPORTATION BENEFIT

Agenda Wording

Amendment of 2011 interlocal agreement between Spokane Transportation Benefit District and Washington Department of Licensing for collection and processing of Transportation Benefit District Fees

Summary (Background)

State law authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction. Spokane established its TBD in 2011. The purpose of the Agreement is to provide terms and conditions under which Department of Licensing administers and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140and other applicable laws. Since its initial execution, the ILA was amended to confirm the separate a separate federal tax ID number for the TBD. This second amendment is to update the respective contacts for the DOL and the City and to amend the fee collection language. The City's contact information will now list Jon Snyder, the City's Director of Transportation and Sustainability.

What impacts would the proposal have on historically excluded communities?

The TBD ensures city registered drivers are paying into the residential street repair program.

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?

Roads are analyzed based on the Pavement Condition Index and slated for timely treatment. People verify the PCI number and the number is updated within a two year period. This informs the effectiveness of the program and a continuous improvement methodology.

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

See response above

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?

The TBD is aligned with broader City policies such as our Comprehensive Plan (Complete Streets), City Council initiatives, Neighborhood Plans, and stated Administrative priorities.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER		
Division Director			
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	

Docusign Envelope ID: 58091DF2-08DE-4AE1-9148-40DF48225729

WASHINGTON STATE DEPARTMENT OF LICENSING	**CONTRACT AMENDMENT BETWEEN DEPARTMENT OF LICENSING AND CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT (TBD)**	**DOL Contract No. K2057** **Amendment No. 2**

Amendment

The purpose of this amendment is to:

1. Update DOL Contract Manager, effective immediately;
2. Add the following language to the "Fee Collection" section of the contract.

   - "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."

Contractor

Contract Manager	(Area code) Telephone	E-Mail
Jon Snyder	(509)625-6069	jsnyder@spokanecity.org

Department of Licensing (DOL)

Contract Manager	(Area code) Telephone	E-Mail
Brad DeVol DS BD	(360) 634-5131	bdevol@dol.wa.gov

Attachments (when applicable)

N/A

The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The parties have executed this Amendment as the later signature dates included below. All other terms and conditions of the original Contract and any subsequent amendments there to remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.

Contractor	Date	Department of Licensing	Date
Name Abigail M. Martin		**Name** Evelyne Lloyd	
Title City of Spokane, TBD Administrator		**Print Title** Assistant Director, Administrative Services Division Department of Licensing	
E-Mail ammartin@spokanecity.org		**E-Mail** ELloyd@dol.wa.gov	
Phone (509) 625-6426		**Phone** (360) 902-4044	

Docusign Envelope ID: 58091DF2-08DE-4AE1-9148-40DF48225729

This Contract is hereby amended as follows:

CONTRACT MANAGEMENT
Update DOL Contract Manager

The DOL Contract Manager identified on page one (1) of amendment number two (2) is hereby updated to the Contract Manager listed on page one (1) of this amendment.

FEE COLLECTION (page 3)
Add language to the “Fee Collection” section of the contract

A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee.

****REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

DOL Agreement No.K2057
***TBD* Agreement No.** TBD-OPR 11-01

RECEIVED
MAR 25 2011
ORIGINAL

INTERLOCAL AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF LICENSING
AND
CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT

Upon execution, this Agreement is entered into by and between Washington State, Department of Licensing (hereinafter called "DOL" or "Department"), and City of Spokane Transportation Benefit District, (hereinafter called Transportation Benefit District "TBD" or "Contractor").

City of Spokane Transportation Benefit District
Office of the City Council
7th Floor Municipal Bldg
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Telephone: 509-625-7738
FAX: 509-625-7732
E-Mail: aschenk@spokanecity.org

PURPOSE

Engrossed Substitute House Bill 1858, Chapter 329 Laws 2007, authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction.

The purpose of this Agreement is to provide terms and conditions under which DOL shall administer and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140, WAC 308-10, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, and all applicable laws, and under the authorization of RCW 39.34 as currently written or hereafter amended.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement the following terms shall have the meanings set forth below:

1. "*Administrative and Collection Expenses*" means direct and indirect costs associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the IVIPS by TBD (under separate IVIPS Agreement).

2. "*Authorized user*" means TBD officers, and employees, or any other authorized agent or official of the TBD.

3. "*Billing cycle*" means the annual vehicle registration renewal.

4. "*Confidential Information*" means information that requires protection from unauthorized physical and electronic access. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, vehicle owner information, personal information, law enforcement records, agency security data, and banking profiles.

5. *"Data"* means information which may be confidential contained in the vehicle and/or vessel record provided to Contractor under this Agreement
6. *"Data Requests"* means requests made for vehicle owner data provided by a Secure Data Transfer (SDT) process, and is provided under a separate agreement, not to include use of the optional Internet Vehicle Information Processing System (IVIPS).
7. *"Direct Cost"* shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
8. *"District"* means all the territory within the boundaries of the Transportation Benefit District's jurisdiction establishing the district.
9. *"DOL File"* means the data file received by DOL from DOR used by DOL as the primary GIS data source to assess TBD fees.
10. *"DOR"* means Department of Revenue.
11. "*GIS*" means the Department of Revenue/Geographical Information System.
12. *"Indirect Cost"* shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.
13. *"IVIPS" means* Internet Vehicle Information Processing System.
14. *"Jurisdiction location code"* means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from DOR's sales and use tax location code information.
15. *"Next billing cycle"* means the billing cycle that occurs during the 12th month following the current billing cycle. For example, if a renewal is sent for a due date in the month of January 2011, the next billing cycle will be January 2012.
16. *"Personal Information"* means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
17. "*Subcontractor*" means a person or entity not in the employ of the TBD named in this Agreement, but who is performing all or part of those services outlined in this Contract under a separate Agreement with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work,* Attachment A, *Vehicles Subject to* ESHB 1858, Attachment B and *Vehicles Not Subject to ESHB 1858*, Attachment C that are attached and incorporated by reference.

PERIOD OF PERFORMANCE

Subject to its other provisions, this Agreement shall begin upon the **date of execution** by the parties and shall **extend through the life of the TBD** as defined in the ordinance establishing the TBD. This Agreement is subject to review by the parties every two years or sooner as necessary to review applicable laws changes that affect this agreement and the provision herein, or as is otherwise required herein.

FEE COLLECTION

Fee collection may not be sooner than six (6) months from the signed and dated Ordinance creating the TBD fee. However, prior to any fee collection the following must occur:

TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in accordance with RCW 46.12.380.
3. Provide DOL with a legible copy of the TBD's signed and dated Ordinance documents and any related documents authorizing a specific fee amount.
4. Provide DOL with the DOR jurisdiction location code that will be used when determining which vehicles are subject to the fee.
5. Provide the TBD designated telephone number that will be printed in the fee notice text on renewal notices for any TBD fee inquiries.

Once Ordinance and contact information are received DOL Shall:

1. Make the necessary changes to add the fee and contact information to renewal notices. The changes may take approximately four (4) to six (6) months before the first fee notification will be printed on renewal notices.
2. Notify the TBD of the date the first renewal notice will contain TBD fees to be collected.

Collection start dates will vary depending on the necessary time required for DOL to establish the TBD fee collection setup. This is, in part, due to DOL's pre-existing billing cycles that require up to four (4) months to allow for changes to the special message in renewal notices and time to mail the notices before the vehicle's expiration date. The TBD fee collection notification may commence on the next scheduled billing cycle, after the collection setup is established and printing vendor notification has been made. The TBD fee will only be charged for vehicles that have an expiration date of the vehicle registration that is due on or after the first month DOL initiates the initial collection of the fee.

EXAMPLE OF BILLING CYCLE:

- If setup is established at least by April 1st, the first renewal notices will be mailed in June for vehicles with August expiration dates.
- If setup is established at least by April 15th, the first renewal notices will be mailed in July for vehicles with September expiration dates.

EXAMPLE OF WHEN DOL CHARGES THE FEE:

- If DOL starts to collect the fee effective with registrations that are due or become due on or after 9/1/2011, DOL will only charge customers if their vehicle registration expires on or after 9/1/2011 (renewing for 9/1/2012).

- DOL will NOT charge the fee if the customer renews late and the vehicle registration expired before the first month DOL started to collect the fee.

- DOL will charge the fee if the customer establishes a new expiration date for the vehicle registration that is after the month of the first fee collection.

PAYMENT/ REIMBURSEMENT

- DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the $20 (twenty dollar) fee collected for administration and collection expenses incurred.

- DOL shall set up the Vehicle Field System (VFS) to automatically deduct one percent 1% at the time of each transaction.

- The one percent (1%) fee also includes the TBD's optional access to the IVIPS, once an IVIPS agreement is executed.

- DOL shall certify the release of the proceeds to the state treasurer, and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.

- The one percent (1%) fee is a maximum permitted by statue and is based in part upon the costs associated with implementing the administration and collection expenses for the collections for the TBD as one of the first such entities with the state to implement a license tab fee.

RECORDS AND DOCUMENTS

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by authorized personnel of either party, the Office of the State Auditor, and other government officials so authorized by law for the period such records are required to be retained according to the Washington State Retention Schedule.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, except as required by law.

ASSURANCES

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

CONFIDENTIALITY

Each party agrees to maintain the security of and protect all confidential information, data, and records provided directly or indirectly to the TBD by DOL to ensure that such information is safeguarded, used, and disclosed by the TBD in compliance with laws governing such information, data and records. The TBD shall provide right of access to the Department or any of its officers or agents upon reasonable notice, to inspect the system by which the TBD maintains such information.

Should DOL have reason to believe that the TBD is not properly safeguarding, using, or disclosing DOL records, DOL shall take the following approach:

- Provide notice to the TBD that details each issue DOL has determined to be problematic along with a method DOL considers to be appropriate to remedy the issue;
- Provide the TBD at least thirty (30) days to cure such issue, provided, however, that if cure requires the discipline of any employee or subcontractor, the period of cure shall be extended to include any appeal or other process required by law or collective bargaining agreement.
- If the TBD fails to cure to DOL's satisfaction, DOL has the option to terminate dissemination of DOL records and information to the TBD until the TBD provides sufficient security for DOL records. DOL must provide twenty (20) days notice to the TBD that it will terminate dissemination of DOL records;
- If DOL terminates dissemination of records to the TBD, the TBD may seek review by the Dispute Board. Judicial review may be sought in lieu of seeking review of the Dispute Board;
- If the Dispute Board fails to remedy the issue to the TBD and/or DOL's satisfaction, either party may seek judicial review.

PUBLIC RECORDS REQUESTS

For any public records request received by the TBD for confidential information, the TBD will coordinate with DOL in an effort to mutually agree upon the information to be disseminated. If the TBD and DOL disagree, the TBD will provide DOL at least ten (10) days in order to allow DOL to seek judicial review as provided under the Public Records Act.

Indemnity

- Except as specifically provided in this section, the parties have not agreed to indemnify or hold harmless each other:
- Each party agrees to hold harmless and indemnify the other from any claim, loss or liability arising from or out of the employment or contractual relationship of each parties' employees and subcontractors;
- DOL agrees to bear all costs associated with the resolution of fee payer disputes regarding statutory exemption from license fees and agrees to hold harmless and indemnify the TBD from such costs.
- TBD agrees to bear all costs associated with the resolution of fee payer disputes relating to the formation of the TBD, the levying of any charge or fee on matters relating to the residence of the fee payer or other disputes relating to the location of the vehicle or fee payer, and agrees to hold harmless and indemnify the DOL from such costs.
- The term "cost" as used herein refers to any and all administrative costs, court costs and reasonable attorneys' fees associated with resolution of any claim, loss or liability.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

MEMORANDUM OF UNDERSTANDING (MOU)
Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered and dated *MOU*.

TERMINATION BY LEGISLATIVE ACTION
This Agreement is terminated upon formal action of the State Legislature by enacting statutory prohibition. If this Agreement is terminated, DOL is entitled to payments required under the terms of this Agreement for services rendered prior to termination.

REMEDIES; DISPUTE RESOLUTION
The relationship of the parties is in part defined by statute. In recognition of the parties' relationship and the lack of alternatives for the collection of fee, the parties have established these provisions regarding their respective rights and remedies.

Dispute Resolution

The parties shall attempt to resolve any dispute between the parties regarding the interpretation or performance under this agreement at a staff level. If a party believes the other to be in breach of the agreement, it shall provide written notice of breach to the party via postage paid in the U.S. mail addressed as provided in *Contract Management,* Section. The alleged party in breach shall have ten (10) business days to either cure the breach or refer any dispute to arbitration by the Dispute Board.

The Dispute Board shall attempt to resolve the dispute in the following manner prior to seeking judicial review. Due to the critical nature of the parties statutory obligations, disputes regarding public records shall not be subject to this procedure, except as provided in *Public Records Request* and *Confidentiality* Sections. Additional procedures are provided for alleged breach of confidentiality.

- Each party to this Agreement shall appoint one member to the Dispute Board.
- The members so appointed shall jointly appoint an additional member to the Dispute Board.
- The Dispute Board shall review the facts, Agreement terms, applicable statutes and rules and make a determination.

GOVERNANCE
This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any other applicable law. The provisions of this Agreement shall be construed to conform to those laws.

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

1. Applicable state and federal statutes and rules;
2. Statement of Work; and all Attachments;
3. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT
The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

WAIVER
Unless the Agreement is amended in writing by an authorized representative of DOL and the TBD, waiver of a default under this Agreement, or failure by DOL or the TBD to exercise its rights shall not:

- be considered a modification or amendment to the Agreement; or
- constitute a waiver of any subsequent default.

LIMITATION OF STATE LIABILITY
The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

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

INTERLOCAL AGREEMENT
This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

- This Agreement shall be perpetual unless terminated as herein provided.
- No separate legal or administrative entity is created by this Agreement.
- The cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
- No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.
- This Agreement shall be effective when posted on the website of either the DOL or the jurisdiction in which the TBD has been created in accordance with RCW 39.34.040.

ADDITIONAL CONTACT INFORMATION

TBD has provided DOL with an alternative contact in the event that DOL is unable to contact the TBD Contract Manager and secondary contact is listed below.

Secondary Contact for TBD is:
Michael J. Piccolo, Assistant City Attorney Office of the City Attorney City of Spokane 808 W. Spokane Falls Blvd. 5th Floor, Municipal Bldg. Spokane, WA 99201-3326 Phone: 509-625-6225 FAX: 509-625-6277 E-Mail: mpiccolo@spokanecity.org

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for TBD is:	The DOL Contract Manager is:
Andrew Schenk City of Spokane Transportation Benefit District Office of the City Council W. 808 Spokane Falls Blvd 7th Floor Municipal Bldg Spokane, WA 99201 Telephone: 509-625-7738 FAX: 509-625-7732 E-Mail: aschenk@spokanecity.org	Jennifer Dana Department of Licensing Records and Program Management PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3673 FAX: 360-570-7861 E-Mail: jedana@dol.wa.gov

ALL WRITINGS CONTAINED HEREIN
This Agreement consists of thirteen (13) pages including the following attachments:

A = Statement of Work
B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
C = Vehicle Not Subject to the Vehicle Fee under RCW 82.80.140

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever, with the following exceptions.

1. *Exception #1*- If TBD enters into an IVIPS agreement that is also required to obtain vehicle information. The IVIPS agreement does not null and void this Agreement with TBD, nor does this Agreement null and void the IVPS Agreement entered into by the TBD.
2. *Exception #2* - If TBD enters into a separate data sharing agreement to obtain vehicle information. The separate data sharing agreement does not null and void this Agreement or the IVIPS Agreement, nor does this Agreement null and void any separate data sharing agreement entered into by the TBD.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

City of Spokane
Transportation Benefit District

Alexander Joe Shogan, Jr. 3/22/2011
(Signature) (Date)

Alexander Joe Shogan, Jr - Chair
(Print Name &Title)

91-6001280
(Federal Tax Identification Number or UBI)

State of Washington
Department of Licensing

Julie Knittle 3-28-11
Julie Knittle, Assistant Director (Date)

APPROVED AS TO FORM ONLY

Signature on file June 1, 2009
Diane McDaniel.AAG (Date)

APPROVED AS TO FORM:

Michael Piccolo 3/22/11
Attorney for TBD (Signature) (Date)

Attest: Terri L. Pfister
Spokane City Clerk

ATTACHMENT A
STATEMENT OF WORK

The Transportation Benefit District (TBD) shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE

RESPONSIBILITIES OF THE TBD
The TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.

2. Enter into the standard IVIPS agreement in order to be provided with access to the optional IVIPS.

3. Provide DOL with a legible copy of the official signed and dated Ordinance that establishes the Transportation Benefit District (TBD) fee.

4. Submit to DOL the TBD phone number to be printed in the fee notice text section on the vehicle license renewal notice.

5. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.

6. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.

7. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current billing cycle will not be collected by DOL during the current cycle, and that DOL will charge the fee during the next billing cycle if Department of Revenue's (DOR) data is updated, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.

8. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.

9. Verify boundary and sub boundary information of the TBD against the information provided in the DOR GIS system to ensure an address taxing location code is appropriately identified for fee collection. Notify DOR of any changes to initiate computer-programming updates for proper fee collection, as zip codes are added or changed within the boundary or sub area boundary assignment of the TBD.

RESPONSIBILITIES OF DOL
DOL shall:

1. Insert the imposed vehicle fee on the renewal notices for vehicles subject to the fee that are listed in *Vehicles Subject to the Vehicle Fee under RCW 82.80.140 Table,* Attachment B, and are within the TBD boundary.

2. Not impose the fee for vehicles as defined by law as "Not Subject "to the fee by statue and are listed in *Vehicles Not Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment C.

3. Provide standard language on renewal notices to direct customers who have questions regarding the TBD fees to the designated TBD contact telephone number for questions regarding the fee.

4. Use data from the DOL file as the primary source for identification when assessing the fee for a vehicle registered within a TBD area. If the jurisdiction location code is one of the TBD areas, then DOL will apply the charge to the vehicle and notify the owner of the fee by using a paper or electronic renewal notice. If a match cannot be found within the data from the DOL file, then the customer will not be billed the TBD fee. DOL will not use any other data source to determine TBD fee liability.

5. Administer and collect the appropriate annual vehicle fees of up to $20.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.

6. Retain one percent (1%) of all fees collected in payment for the incurred expenses for the administration and collection of TBD fees and for fees associated with the optional IVIPS agreement deposit and individual inquiries (i.e. each look-up).

7. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's jurisdiction.

8. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOR in error.

9. Not make corrections or issue replacement paper or electronic renewal notices. (The annual vehicle TBD fee will be inserted onto renewal notices for the next billing cycle of that vehicle).

10. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL from DOR for boundary discrepancies.

11. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.

12. Provide customers with information on the DOL webpage, which includes contact information for TBD.

13. Provide vehicle licensing Agents, Subagents and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.

14. Not be responsible for the timeliness of the state treasurer's monthly distribution of funds.

15. Not be responsible to provide TBD with data requests, except through the optional IVIPS, unless the TBD enters into a separate data sharing agreement pursuant to RCW 46.12. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.80.140.

16. If requested provide the TBD with access to IVIPS provided TBD enters in to the standard IVIPS agreement, in order for the TBD to access information sufficient to process refunds and assist in responding to TBD customer inquiries.

ATTACHMENT B
VEHICLES SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The annual vehicle fee is due for each vehicle subject to license tab fees under RCW 46.16.0621 and for each vehicle subject to gross weight fees under RCW 46.16.070 with an unladen (scale) weight of 6,000 pounds or less.

Vehicles registered with Disabled American Veteran Exemption would be exempt from the tax. The annual vehicle licensing fee applies only when renewing a vehicle registration, and is effective upon the registration renewal date as provided by the Department of Licensing.

The following vehicles are subject to the vehicle licensing fee:

Use Class	Description	What makes it Subject...
CAB	Taxicab	46.16.0621
CMB (powered)	Combination	46.16.070, if scale weight is 6000 pounds or less
COM (powered)	Commercial vehicle	46.16.070, if scale weight is 6000 pounds or less
CYC	Motorcycle	46.16.0621
FIX	Fixed Load vehicle	46.16.070, if scale weight is 6000 pounds or less
F/H, 6 seats or less	For Hire	46.16.0621
F/H, 7 seats or more	For Hire	46.16.070, if scale weight is 6000 pounds or less
H/D	House Moving Dolly	46.16.0621
LOG(powered)	Used Exclusively for hauling logs	46.16.070, if scale weight is 6000 pounds or less
MH	Motor home	46.16.0621
MOB	Mobile Home	46.16.0621(if actually licensed)
PAS	Passenger vehicle	46.16.0621
STA, 6 seats or less	Stage	46.16.0621
STA, 7 seats or more	Stage	46.16.070, if scale weight is 6000 pounds or less
TLR	Private –use trailer (if over 2000 pounds scale weight)	46.16.0621
TOW	Tow truck	46.16.0621
TRK	Truck	46.16.070, if scale weight is 6000 pounds or less
TVL	Travel trailer	46.16.0621

ATTACHMENT C
VEHICLES NOT SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140

The following vehicles are specifically exempted from the vehicle licensing fee:

a) Farm tractors or farm vehicles as defined in RCW 46.04.180 and 46.04.181;
b) Off-road and non highway vehicles as defined in RCW 46.09.020;
c) Vehicles registered under chapter 46.87 RCW and the international registration plan; and
d) Snowmobiles as defined in RCW 46.10.010.

The following vehicles are not subject to the vehicle fee:

Use Class	Description	What makes it Subject...
C/G	Converter Gear	Not Licensed
CMB non powered	Trailers	Not subject to license fees
CMP	Campers	Exempt under RCW 46.16.505
COM non powered	Commercial	Licensed under 46.16.085
EX	State, County, City, Indian	Not subject to license fees
FAR	Farm	Exempt per language in bill/law
FCB	Farm Combination	Exempt per language in bill/law
FED	Federally Owned	Not subject to $30 license fee
FEX	Farm Exempt	Not subject to license fees
H/C (i.e., Antique vehicle)	Horseless Carriage(see specific use class for vehicle type)	Not subject to license fees
LOG (non powered)	Used exclusively for hauling logs	Licensed under 46.16.085
ORV	Off Road Vehicles	Exempt per language in bill/law
PED	Moped	Licensed under 46.16.630
RES	Restored and Collector Vehicles	Not subject to license fees
SCH	Private School	Not subject to license fees
SNO	Snowmobiles	Exempt per language in bill/law
SNX	State, County, City owned snowmobiles	Not subject to license fees
TLR	Personal use trailers, single axle (less than 2,00 pounds scale weight)	Exempt. Licensed under RCW 46.16.086

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/12/2025

Date Rec'd	4/15/2025		
Clerk's File #	ORD C36677		
Cross Ref #	OPR 2025-0139		
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	4490 - SBO FOR DEPARTMENT OF ECOLOGY CARBON CAPTURE STUDY GRANT		

Agenda Wording

Special Budget Ordinance for the receipt and distribution of grant funds from the Department of Ecology - Climate Commitment Act grant for a carbon capture study at the Waste to Energy Facility.

Summary (Background)

The Washington State Department of Ecology has awarded the Waste to Energy Facility $650,000 of Climate Commitment Act funding for a feasibility and engineering study on carbon emissions reduction. The contract for this study was approved by City Council on 1/23/2025 (RES 2025-0007 and OPR 2025-0073). In order to utilize these funds without impacting the facility's expense budget, a special budget ordinance is needed to increase the facility's expenses and revenues by the grant award amount of $650,000.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 650,000
Current Year Cost	$ 650,000
Subsequent Year(s) Cost	$

Narrative

This is a special budget ordinance that will increase the facility's expense budget and revenue budget in order to receive the grant award funds and pay the contractor for the study.

Amount		Budget Account
Expense	$ 650,000	# 4490-98817-37080-54101-19081
Revenue	$ 650,000	# 4490-98817-37079-33431-19081
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

This is a one-time grant that will not be received on a recurring basis.

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	MANAGEMENT &	STRATTON, JESSICA
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org

ORDINANCE NO C36677

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, AND AMENDING IT TO ACCEPT A GRANT FROM DEPARTMENT OF ECOLOGY FOR CLIMATE COMMITMENT ACT FUNDING.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

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

Section 1. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $650,000.
A) Of the increased revenue, $650,000 is provided solely from Department of Ecology.

2) Increase appropriation by $650,000.
A) Of the increased appropriation, $650,000 is provided solely for professional services in the Department of Ecology program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from grant received from Department of Ecology for Climate Commitment Act funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/14/2025		
Clerk's File #	RES 2025-0029		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	SOLE SOURCE
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	CR 27469
Contact E-Mail	DPAINE@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	4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR NERC/FERC		

Agenda Wording

Five year sole source resolution and contract with McCoy Power Consultants (Genoa, NV) to provide Reliability Standards Monitoring for the Waste to Energy Facility from 7/1/25-6/30/30 and a total cost of $500,000.00.

Summary (Background)

All power producers are required to comply with National Electric Reliability Corporation (NERC) and Federal Energy Regulatory Commission (FERC) Reliability Standards. Non-compliance can lead to extensive fines, and the City does not have the internal experience to develop, implement and maintain the program. McCoy Power Consultants of Genoa, NV, developed the program currently used. It would require a significant cost to create a new program and open the City up to additional risks.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000.00
Current Year Cost	$ 100,000.00
Subsequent Year(s) Cost	$ 100,000.00

Narrative

This is a contractual services expense for regulatory compliance that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 500,000.00	# 4490-44100-37148-54201
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Steve McCoy, smccoy@mccoypwr.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Clerks No.RES 2025-0029

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring McCoy Power Consultants (MPC) a sole-source provider and authorizing the City to directly enter into contract with MPC in lieu of public bidding for maintaining annual compliance with NERC/FERC Reliability Standards for the Waste to Energy Facility (WTEF) for a five (5) year period approximately $100,000 approximately $500,000 annually without public bidding.

WHEREAS, The City must without interruption maintain compliance with the many laws, standards and regulations that govern the WTEF; and

WHEREAS, the WTE Facility must be in compliance with numerous National Electric Reliability Corporation (NERC) "Reliability Standards" such as NERC/FERC; and

WHEREAS, non-compliance with these "Reliability Standards" can lead to fines in excess of tens to hundreds of thousands of dollars; and

WHEREAS, the City does not have the internal experience to develop, implement and maintain the program necessary for compliance with these Reliability Standards; and

WHEREAS, MPC has unique experience with the application and implementation of the NERC reliability standards; and

WHEREAS, the City previously hired MPC to conduct a compliance gap analysis, which revealed non-compliance with many of the Reliability Standards, thus the City hired MPC to rewrite the complete compliance program and procedures and bring the City into full compliance; and

WHEREAS, the owner of MPC and other principal consultants at MPC work for and developed the compliance monitoring standards and methods used by the current auditing organization; and

WHEREAS, the current program the WTEF has implemented is based on MPG programs and templates; and

WHEREAS, the WTEF has been very successful using the MPC programs and templates, passing several audits, spot checks and annual self-certification requirements with no compliance violations ever being found; and

WHEREAS, the cost of McCoy Power Consultants exceeds the 2024 procurement threshold of $50,000.

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares McCoy Power Consultants a sole source and authorizes staff to contract with McCoy Power Consultants in lieu

of public bidding for maintain compliance of the NERC/FERC Reliability Standards at the WTEF for a period of five (5) years without further City Council action at an estimated cost of $100,000 each year.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: NERC/FERC RELIABILITY STANDARDS MONITORING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCOY POWER CONSULTANTS, INC.**, whose address is PO Box 530, Genoa NV 89411 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to contract for consulting services to maintain annual compliance with NERC/FERC Reliability Standards Monitoring for the Waste to Energy Facility (WTEF); and

WHEREAS, the Consultant has been deemed a Sole Source provider.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 1, 2025, and ends on June 30, 2030, unless amended by written agreement or terminated earlier under the provisions.

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 Program Technical Description 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 services under this Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)**, plus tax if applicable, in accordance with the City of Spokane Pricing attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> 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 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. 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

B. 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.

C. 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.

McCOY POWER CONSULTANTS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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 Program Technical Description
Exhibit C – City of Spokane Pricing

25-070

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

EXHIBIT C

City of Spokane Pricing					
1	7/1/25	6/30/26	$7,900.00	$0.00	0.00%
2	7/1/26	6/30/27	$8,100.00	$200.00	2.47%
3	7/1/27	6/30/28	$8,100.00	$0.00	0.00%
4	7/1/28	6/30/29	$8,300.00	$200.00	2.41%
5	7/1/29	6/30/30	$8,300.00	$0.00	0.00%

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: MCCOY POWER CONSULTANTS INC

Business name: MCCOY POWER CONSULTANTS INC

Entity type: Corporation

UBI #: 605-457-230

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2389 JACKS VALLEY ROAD
GENOA NV 89411

Mailing address: PO BOX 530
GENOA NV 89411-0530

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
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-08-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCCOY, STEVEN W	owner

The Business Lookup information is updated nightly. Search date and time: 4/15/2025 12:38:51 PM

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): 03/20/2025

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PRODUCER
Lisa M Koch Agency, LLC
1560 US HIGHWAY 395 N STE A
MINDEN, NV 89423
(775) 783-9422 (074/601)

CONTACT NAME: Lisa M Koch Agency, LLC
PHONE A/C, No, Ext): (775) 783-9422 FAX (A/C, No): (844) 450-1821
E-MAIL ADDRESS: lkoch@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Midvale Indemnity Company	27138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McCoy Power Consultants INC.
PO Box 530
Genoa, NV 89411

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BODILY INJURY 	$ $ $ $ $
	☒ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☒ OCCUR ☐ ____ ☐ ____ GEN'LAGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER ____	Y	N	CP00013225	06/24/2024	06/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
X	E & O Professional Liability	N	N	EONNVG280887962	02/14/2025	02/14/2026	Each Occurrence/Aggregate $1,000,000	

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

CERTIFICATE HOLDER

City of Spokane
2900 South Geiger Blvd
Spokane, WA 99224

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY: LISA M KOCH AGENCY, LLC		NAMED INSURED: MCCOY POWER CONSULTANTS INC
POLICY NUMBER: CP00013225		
CARRIER: Midvale Indemnity Company	NAIC CODE 27138	EFFECTIVE DATE: 06/24/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Consulting The City of Spokane and its officers are additional insured but only with respect to the company's services to be provided under this agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Spokane
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2025

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PRODUCER

FARMERS INSURANCE GROUP
JEFF BROOKS INSURANCE AGENCY INC
1987 N CARSON ST # 65
CARSON CITY NV 89701

CONTACT NAME: JEFF BROOKS
PHONE (A/C, NO, EXT): 775-515-4406
FAX (A/C, NO): 775-515-4409
E-MAIL ADDRESS: jbrooks1@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

MCCOY POWER CONSULTANTS INC
PO BOX 530
GENOA NV 89411

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		606786296	03/23/2025	03/23/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTHER	$
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 listed as an additional insured for policy # 606786296.

CERTIFICATE HOLDER

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

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 JEFF BROOKS

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PHONE (A/C, NO, EXT): 775-515-4406
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INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

MCCOY POWER CONSULTANTS INC
PO BOX 530
GENOA NV 89411

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		606786296	03/23/2024	03/23/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	$	
							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)
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CERTIFICATE HOLDER

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

CANCELLATION

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AUTHORIZED REPRESENTATIVE JEFF BROOKS

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From: Puckett, Stephanie
To: Dorgan, Michelle
Cc: Koegler, Shelly; Boston, Matthew
Subject: RE: OPR_2020-0416_-_Contract_w_McCoy Executed.pdf
Date: Monday, March 31, 2025 2:56:39 PM
Attachments: image001.jpg

Hi Michelle,
Ok to waive Worker's Comp as it is not required since vendor has stated he does not have any employees.
Thanks

From: Dorgan, Michelle <mdorgan@spokanecity.org>
Sent: Monday, March 31, 2025 1:51 PM
To: Puckett, Stephanie <spuckett@spokanecity.org>
Subject: RE: OPR_2020-0416_-_Contract_w_McCoy Executed.pdf

Here is the email from him stating that...

From: Puckett, Stephanie <spuckett@spokanecity.org>
Sent: Monday, March 31, 2025 1:46 PM
To: Dorgan, Michelle <mdorgan@spokanecity.org>
Subject: RE: OPR_2020-0416_-_Contract_w_McCoy Executed.pdf

Thanks Michelle,
Can you have him state that those employees are indeed independent contractors?
An email is fine.

From: Dorgan, Michelle <mdorgan@spokanecity.org>
Sent: Monday, March 31, 2025 1:40 PM
To: Puckett, Stephanie <spuckett@spokanecity.org>
Subject: RE: OPR_2020-0416_-_Contract_w_McCoy Executed.pdf

The employees listed on the website are all 1099 contractors. Is there any specific evidence I can ask him for to prove that?

From: Puckett, Stephanie <spuckett@spokanecity.org>
Sent: Monday, March 31, 2025 1:01 PM
To: Dorgan, Michelle <mdorgan@spokanecity.org>
Cc: Boston, Matthew <mboston@spokanecity.org>
Subject: RE: OPR_2020-0416_-_Contract_w_McCoy Executed.pdf

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/12/2025

Date Rec'd	4/16/2025		
Clerk's File #	ORD C36676		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	N/A
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PLAY STREETS & NEIGHBORHOOD BLOCK PARTY PROGRAM ORDINANCE		

Agenda Wording

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

Summary (Background)

This program will make it easier for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood play and community activities, such as block parties. This program will begin in June and run through Halloween.

What impacts would the proposal have on historically excluded communities?

All designated Spokane Play Streets are free and open to the public, and will allow car-free spaces for neighborhood and community-centered activities, and places for children to play.

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?

This proposal aligns with Spokane's Safe Streets efforts.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	NO
Total Cost	**$** $40,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org
nzollinger@spokanecity.org	

ORDINANCE NO. C36676

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new section 16A.84.090 of the Spokane Municipal Code to read as follows:

Section 16A.84.090 Play Streets and Block Parties

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

DRAFT

Mayor

Date

Effective Date

DRAFT

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/12/2025

Date Rec'd	4/16/2025		
Clerk's File #	RES 2025-0030		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	N/A
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	0520 - NO TURN ON RED RESOLUTION - RIVERSIDE NEIGHBORHOOD		

Agenda Wording

A resolution supporting the implementation of a 'No Turn on Red' policy within the Riverside Neighborhood to enhance pedestrian safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane.

Summary (Background)

The City of Spokane Comprehensive Plan calls for the City to develop and maintain "pedestrian-oriented neighborhoods" with key actions that include using pedestrian safety strategies on high bicycle and pedestrian traffic corridors.

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?

Spokane Municipal Code 16A.84.020 recognizes transportation safety as a top transportation priority and seeks to enhance walking routes to schools, parks, retail locations, employment centers, and desirable destinations for centers.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	SCOTT, ALEXANDER	**PURCHASING**	NECHANICKY, JASON
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	amcdaniel@spokanecity.org
nzollinger@spokanecity.org	

RESOLUTION 2025 – 0030

A resolution supporting the implementation of a 'No Turn on Red' policy within the Riverside Neighborhood to enhance pedestrian safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane.

WHEREAS, the City of Spokane Comprehensive Plan calls for the City to develop and maintain "pedestrian-oriented neighborhoods" with key actions that include using pedestrian safety strategies on high bicycle and pedestrian traffic corridors; and

WHEREAS, City of Spokane Comprehensive Plan Transportation Chapter Goal TR 6 intends for the City's transportation actions to "improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center"; and

WHEREAS, City of Spokane Comprehensive Plan Urban Design and Historic Preservation Policy DP 4.2 calls on the City to "promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas; and

WHEREAS, Spokane Municipal Code 16A.84.020 recognizes transportation safety as a top transportation priority and seeks to enhance walking routes to schools, parks, retail locations, employment centers, and desirable destinations for centers; and

WHEREAS, the Spokane Downtown Plan has the goal of energizing streets and alleys downtown as active pedestrian and bike-friendly connections; and

WHEREAS, the City of Spokane's Pedestrian Master Plan identifies prohibiting turns on red as a best practice to "improve pedestrian comfort and safety at signalized intersections; and

WHEREAS, 'No Turn on Red' is an evidence-based transportation safety tool to be used at targeted intersections with high pedestrian activity and the potential for dangerous conflicts between vehicles, pedestrians, and cyclists; and

WHEREAS, Mayor Brown's Safe Streets for All – Transportation Safety executive order directed City staff to make recommendations to the Mayor and Council on intersections or within specific zones of the city where the implementation of 'No Turn on Red' will likely reduce conflicts between vehicles, pedestrians, and cyclists; and

WHEREAS, City staff has identified intersections within the Riverside Neighborhood where the implementation of a 'No Turn on Red' policy will enhance transportation safety and strengthen the pedestrian environment for residents and

visitors to downtown Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby supports the implementation of 'No Turn on Red' at key intersections within the Riverside Neighborhood.

PASSED BY THE CITY COUNCIL ON _____, 2025.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2023105		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD HIGHWAY 195 MEADOWLANE INTERSECTION		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for {project name and number} $___ plus tax. An administrative reserve of $___ plus tax, which is 10% of the contract, will be set aside. (Neighborhood Council)

Summary (Background)

The project shown on the attached exhibit is a significant upgrade to the Hwy 195-Meadowlane interchange. The project reduces the number of turning movements at the current Hwy 195-Meadowlane interchange by the installation of acceleration/deceleration lanes, moving the southbound off ramp, etc. This project is funded by WSDOT. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $___. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 00	**#** 0
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

EAGLE RIDGE BLVD.

PROPOSED CURB & SIDEWALK

TURNER AVE.

S MEADOW LANE RD

ACCELERATION LANE

CURRENT INTERCHANGE IS HERE

HWY 195

ACCELERATION LANE

ELIMINATE NORTH BOUND LEFT TURN LANE

RIGHT TURN ONLY FROM MEADOW LANE RD.

E MEADOW LANE RD

MAINTAIN 6' WIDE HMA FOR BICYCLE CROSSING.

ELIMINATE TURN LANE & ACCESS ROAD OFF HWY 195.

ACCELERATION LANE

HWY 195

NORTH BOUND J-TURN

0 125

SCALE

CITY OF SPOKANE

PUBLIC WORKS DIVISION

INTEGRATED CAPITAL MANAGEMENT

SHOWN DATA IS APPX. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

PRELIMINARY PROJECT LAYOUT

PROJECT # *2023105*

HWY 195 & MEADOWLANE RD

J-TURN

Plotted On Nov 29, 2023 – 8:50am – J:\2023\2023105\10 – Drawings\Auto CAD\Hwy195 & Meadow Lane.dwg

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Discussion

Council Meeting Date: 05/12/2025

Date Rec'd	4/16/2025		
Clerk's File #	OPR 2025-0327		
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	RFQU 6349-25
Contact Name/Phone	LORENA (509) 625 - 6894	**Requisition #**	BUDGET
Contact E-Mail	LCROUCHER@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4250 - SIDEWALK CONDITION ASSESSMENT DATA COLLECTION		

Agenda Wording

Contract with DeepWalk Research, Inc., to assess sidewalk data with the use of their ADA prioritization software.

Summary (Background)

Preliminary program development was reviewed at a Council Study Session on October 17, 2024 (prior to the establishment of the Transportation Commission Subcommittee sessions). At this session, it was recommended to Council to invest the $500,000 allocation for a sidewalk repair program in tasks related to program/policy design and sidewalk condition assessment data collection. No construction will be conducted with these preliminary funds. Following this recommendation, RFQu 6349-25 was issued to solicit services for sidewalk condition assessment. The RFQu was opened on April 8, 2025, and received three submissions. The firm "Deepwalk" was selected. Deepwalk offers a LiDAR-based software platform that analyzes sidewalk conditions through a smartphone app. A pilot using this technology will be conducted in May 2025, assessing 15 miles of sidewalks (5 miles in each council district). If the pilot proves successful, the remaining sidewalk network will be assessed by intern staff during Summer 2025. Each phase of work (i.e., pilot and full-scale implementation) will be issued as a separate contract.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 8,450.00 (pilot); full scale cost TBD
Current Year Cost	$ 8,450.00
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 8,450.00	# 1380-24100-42300-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	One-Time

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

Sidewalk replacement program developed as a result of this work may generate additional revenue and operational costs.

Approvals		Additional Approvals	
Dept Head	DAVIS, MARCIA	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brandon Yates, byates@deepwakresearch.com	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	lcroucher@spokanecity.org
eraea@spokanecity.org	

City Clerk's No. _____

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: Sidewalk Condition Assessment Data Collection

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and DEEPWALK RESEARCH, INC., whose address is 620 N LA SALLE DR, CHICAGO, IL 60654-3708, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. DESCRIPTION OF WORK.

The Company shall perform the following work or services for the City:

SEE ATTACHED PROPOSAL FROM THE COMPANY.

The Company represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

2. TIME OF COMPLETION. This Agreement is effective on May 1, 2025 and shall end on December 31, 2025.

3. COMPENSATION. The City shall pay the Company an amount not to exceed EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS NO/100 DOLLARS, ($8,450.00), and applicable tax, as full compensation for the services provided for under in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. PAYMENT. The Company shall submit its applications for payment to INTEGRATED CAPITAL MANAGEMENT, 808 W. SPOKANE FALLS BLVD, Spokane, Washington 99201. 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. 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 Company for all work previously authorized and performed prior to the termination date.

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

7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement.

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

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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;

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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Company's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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 coverages required by this Agreement, the Company shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Company returns the signed Agreement.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company 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 Company.

12. BUSINESS REGISTRATION REQUIREMENT. 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 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.

13. ANTI-KICKBACK. 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.

14. AUDIT / RECORDS. The Company and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-companies shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. 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.

16. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

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

D. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

DEEPWALK RESEARCH, INC.	CITY OF SPOKANE:
By:_____ *(signature)*	By:_____ *(signature)*
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Email:_____	

APPROVED:	ATTEST:
_____ Assistant City Attorney	_____ City Clerk

Attachments that are part of this Agreement:
Debarment Certificate
DeepWalk Proposal

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DEEPWALK RESEARCH, INC.

Business name: DEEPWALK

Entity type: Profit Corporation

UBI #: 605-270-956

Business ID: 001

Location ID: 0001

Location: Active

Location address: 620 N LA SALLE DR
CHICAGO IL 60654-3708

Mailing address: 620 N LA SALLE DR
CHICAGO IL 60654-3708

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Owners and officers on file with the Department of Revenue

Owners and officers	Title
YATES, BRANDON	

Registered Trade Names

Registered trade names	Status	First issued
DEEPWALK	Active	Jun-27-2023

The Business Lookup information is updated nightly. Search date and time: 4/16/2025 9:10:53 AM

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Check if your browser is supported

EMBROKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2025

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).

PRODUCER	CONTACT NAME:	Julie Noonan	
Embroker Insurance Services LLC 5214F Diamond Heights Blvd. Unit #1261 San Francisco, CA, 94131	PHONE (A/C, No, Ext):	(844) 436-2765	FAX (A/C, No):
	E-MAIL ADDRESS:	certificates@embroker.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	CONTINENTAL CAS CO	20443
INSURED	INSURER B :	WESTCHESTER FIRE INS CO	10030
DeepWalk Research Inc. 125 South Clark Street Floor 17 Workbox Suite 2 Chicago, IL, 60603	INSURER C :	EVERSPAN IND INS CO	16882
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 02ee3572-1579-11f0-8320-5bb56def86ec **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7038604655	11/03/2024	11/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7038604655	11/03/2024	11/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			7094961486	11/03/2024	11/03/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71802621	04/21/2024	04/21/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech E&O/Cyber Liability			EM3EII-AX-001835-01	05/09/2024	05/09/2025	Aggregate	2,000,000
A	Employment Practices Fiduciary Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate	10,000
A	Personal And Advertising Injury Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate	2,000,000

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

CONTINENTAL CAS CO, NAIC# 20443
Products/Completed Operations - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
General Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Occurrence 2,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CERTIFICATE HOLDER

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

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

CONTINENTAL CAS CO, NAIC# 20443
General Liability - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
Medical Expense - 7038604655, 11/03/2024 - 11/03/2025 Per Person 10,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
Damage to Rented Premises - 7038604655, 11/03/2024 - 11/03/2025 Per Premises 1,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443
Hired Non Owned Auto Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Accident 1,000,000.00
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

City of Spokane is included as an Additional Insured on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.
A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.
City of Spokane is included as an Additional Insured on a primary non-contributory basis on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

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DeepWalk Sidewalk Inspection Software Order Form

Customer: City of Spokane	**Contact:** Lorena Croucher
Address: 808 W. Spokane Falls Blvd. Spokane, WA 99201	**Phone:** (509)625-6894
	E-Mail: lcroucher@spokanecity.org

Brief Description:
Sales contract for the use of DeepWalk's sidewalk ADA prioritization software by the Customer. Employees of the Customer will collect data on the sidewalk system using DeepWalk's data collection mobile application. DeepWalk will process that data into the below deliverables.

Deliverables:
- Detailed ADA Barrier Reports
- GIS Mapping Layer of Inspection Results
- Esri ArcGIS Mapping Services
- DeepWalk Web Application Base Package

Item:	Quantity:	Unit Price:	Total:
Sidewalk Scanning	15 Miles	$ 500/Mile	$7,500
Web Platform Subscription	1 Year	$825/Year	$750
Phone Rentals	1 Week	$200/Week	$200
[redacted]			$8,450

Project Kickoff: TBD	**Target Delivery Date:** TBD

Payment Schedule: Billed Monthly from Signature Date based on Percentage Complete

Payment Terms: Due 30 days after invoice date, 1.5% monthly fee for late payments

Labor: Labor for data collection is to be provided by the Customer

DeepWalk Services Agreement

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the "Effective Date") between DeepWalk Research, Inc. with a place of business at 125 S. Clark, Chicago, IL ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

DeepWalk Research Inc.:

By:_____

Name: Brandon Yates

Title: Cofounder/CEO

Customer:

By: _____

Name: _____

Organization: _____

Title: _____

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services and Deliverables as outlined in Exhibit A. As part of the registration process, Company will provide an administrative username and password for Customer's Company account.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Deliverables listed in the Statement of Work in Exhibit A. Company shall own and retain all right, title and interest in and to (a) all raw data not listed in the Statement of Work in Exhibit A (b)

the Services and Software, all improvements, enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment). Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all purchased deliverables available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing

activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; AND (B) FOR ANY AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. In claims for money damages, the total amount of recoverable attorneys' fees shall not exceed the net monetary award of the prevailing party. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of _____ without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 180 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

10. INSURANCE

Company shall maintain insurance in full force and effect throughout the term of this Agreement. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of Customer and that any other insurance maintained by Customer is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Company shall provide at least the following limits and coverages:

Commercial General Liability Insurance

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this Agreement. At a minimum, the following insurance will be carried:

Coverage	**Limit**
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Rented Premises (each occurrence)	500,000
Medical Expense (Any one person)	5,000

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement.

Technology & Media Errors and Omissions Liability

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Technology & Media Errors and Omissions Liability Insurance covering any damages caused by an error, omission or any negligent act. Annual aggregate limit shall not be less than $2,000,000 per claim.

EXHIBIT A

Statement of Work

Support Services
The following services will be provided by Company to the Customer throughout the project.
These services are available for one (1) year from the project kickoff date.

1. Project Kickoff
Company will provide the required training, configuration, and software for the project.
   a. Account Configuration
      DeepWalk will provide the Customer accounts to access the mobile and web applications
   b. Mobile Phone Configuration
      Company will assist the Customer in the mobile phone set up process
   c. Data Collector Training
      Company will provide a virtual training session on the data collection process

2. Project Support
Company will provide technical support throughout the data collection project
   a. Technical Support
      Company will be available by phone or email on weekdays from 9am-5pm CST
   b. Support Requests
      Company will provide a resolution or a written plan to support requests within 48 hours
   c. Mapping Location Updates
      Company will update the mapping system with scan location within one (1) hour of upload

3. Quality Control Processing
Company will perform its semi-automated quality control process on all deliverables
   a. Quality Control Processing
      Company will manually review each deliverable by the target delivery date
   b. Re-Scan Requests
      Company will identify scans that are unviable due to data collector or software error

Deliverables
Company's standard deliverables are included with all inspections. These deliverables can be accessed and downloaded directly from the Company's web application at app.deepwalkresearch.com for up to one (1) year from project kickoff. Standard deliverables include:

Sidewalk Access AutoReports:
A PDF sidewalk accessibility report with the below fields and measurements:
- Clear width violations
- Detectable warning surface status
- Running slope and cross slope violations
- Location and height of vertical discontinuities >1/2"
- Quantity and location of deteriorated concrete
- GPS coordinates
- Accessibility grade
- Annotated aerial imagery

WebApp Online Mapping
An online map showing inspection results including:
- Links to each AutoReport
- Scan location available within one half (.5) hour of upload
- Access to DeepWalk Web Application Base Package

Mapping File & Esri ArcGIS Integration:
CSV file, Shapefile, or Geodatabase including details of measurement results including:

- Coordinates in WGS 84 Latitude Longitude
- Accessibility grade
- Maximum running slope and cross slope
- Minimum clear width
- Detectable warning surface status
- Area of Deterioration
- Scan ID of AutoReport

Web Platform Subscription:
Available for an additional annual fee: 10% of original scanning rate.
This package includes the continued usage, features, and support of utilizing DeepWalk's web application and maintaining the client's Esri ArcGIS mapping layers.

- Continued Access to Web Platform
- Data Hosting by DeepWalk
- Scan Quality Control
- Continued Training/Support
- Latest Feature Updates

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 217-474-0360 or any time by emailing support@deepwalkresearch.com.

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/16/2025		
Clerk's File #			
Cross Ref #			
Project #	2025015		
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 - 6-YEAR STREET PROGRAM (2026-2031) ANNUAL UPDATE		

Agenda Wording

Status update on the annual update of the 6-year Street Capital Program for 2026-2031.

Summary (Background)

In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for public infrastructure. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission.

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

n/a

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

n/a

Expense Occurrence	N/A

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

n/a

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
n/a	kpicanco@spokanecity.org
eraea@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/9/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING & ECONOMIC	**Bid #**	
Contact Name/Phone	MAREN 6737	**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?** NO	**Public Works?**	
Agenda Item Name	0650 CLIMATE PLANNING ENGAGEMENT UPDATE		

Agenda Wording

Update on Phase 1 Climate Planning and Engagement for Earth Day 2025

Summary (Background)

City staff will provide an update on the Phase 1 climate planning and engagement, with a focus on Earth Month Engagement. The Earth Day Climate Planning Workshop will be on April 22 at West Central Community Center from 6 pm - 7:30 pm. 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: 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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 420,000
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

City Council accepted $420,000 for Phase 1 of climate planning on February 26, 2024 (RES 2024-0142). The WA Dept. of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act.

Amount		Budget Account
Expense	$ 420,000	# 1360-94175-99999-33442-20263
Expense	$ 420,000	# 1360-94175-58700-54201-20263
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source

Funding Source Type Select

Is this funding source sustainable for future years, months, etc?

Phase 1 funding is 2023-2025, Phase 2 funding is expected for 2025-2027.

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List

	mmurphy@spokanecity.org
tblack@spokanecity.org	lcallen@spokanecity.org
sgardner@spokanecity.org	smacdonald@spokanecity.org
eking@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/16/2025		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	
Contact Name/Phone	KRISTEN 5096256573	**Requisition #**	
Contact E-Mail	KZIMMER@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	CONSERVATION MASTER PLAN ANNUAL REPORT		

Agenda Wording

Water department staff would like to review 2024 conservation efforts made by the City, future strategies, and water use data with the Council.

Summary (Background)

Water Conservation is critical to protect our community water supply both in the aquifer and the Spokane River. In 2020, the City Administration created the Water Conservation Master Plan, which was adopted by the City Council in the summer. This plan focuses on taking the next steps toward water conservation efforts, recognizing the need to both "shave the peak" and "shave the base" of water use. This approach is designed to reduce strain on the water system, as well as our resources. Long term, this work will integrate with other strategies to reduce demand over time to with a goal of limiting capacity improvements and capital costs within the City's water system.

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?

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?

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

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	

Committee Agenda Sheet
PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE

Submitting Department	Public Works Division
Contact Name & Phone	Kristen Zimmer 509-625-6573
Contact Email	kzimmer@spokanecity.org
Council Sponsor(s)	CM Klitzke
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 15 minutes
Agenda Item Name	Conservation Master Plan Annual Report
Summary (Background)	Water Conservation is critical to **protect our community water supply** both in the aquifer and the Spokane River. In 2020, the City Administration created the **Water Conservation Master Plan**, which was adopted by the City Council in the summer. This plan focuses on taking the next steps toward water conservation efforts, recognizing the need to both "shave the peak" and "shave the base" of water use. This approach is designed to reduce strain on the water system, as well as our resources. Long term, this work will integrate with other strategies to reduce demand over time to **with a goal of limiting capacity improvements and capital costs** within the City's water system. Water department staff would like to review 2024 conservation efforts made by the City, future strategies, and water use data with the Council.
Proposed Council Action & Date:	For information and discussion of conservation efforts.

Fiscal Impact:
Total Cost:
Approved in current year budget? ☐ Yes ☐ No ☒ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

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? 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? It would be consistent with goals in the City's Comprehensive Plan and Water System Plan that encourage protection and stewardship of the Aquifer.

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0330		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	6355-25
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
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?** NO	
Agenda Item Name	1100 - STREETS EMULSIFIED ASPHALT		

Agenda Wording

The Street Department is seeking approval for the purchase of Emulsified Asphalt (CSS-1 and CSS-1H) for a five (5) year period at a cost not to exceed $500,000 annually plus tax.

Summary (Background)

This contract, awarded via bid (RFQ #6355-25) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for five years beginning approximately June 1st, 2025. This material is used widely across the City's roadway systems for pavement maintenance.

What impacts would the proposal have on historically excluded communities?

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?

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

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 250,000,000
Current Year Cost	**$** 500,000
Subsequent Year(s) Cost	**$** 500,000

Narrative

Amount		**Budget Account**
Expense	**$** 500,000	**#** 1100-21700-42300-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Zack MacDonald zack.macdonald@ergon.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number RFQ 6354-25
Bid Title Fog Seal – As Needed Over Five (5) Year Period
Due Date Monday, March 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Ergon Asphalt & Emulsion
Submitted By Zack MacDonald - Thursday, March 27, 2025 9:22:59 AM [(UTC-08:00) Pacific Time (US & Canada)]
zack.macdonald@ergon.com 5099346044
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
GRANT FUNDING			
	#1	No Grant money will be used -Department operating budget will be used.	I acknowledge and I understand
INTERPRETATION			

	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF QUOTES			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF QUOTES			

	#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 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
INVOICING			
	#1	Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to erasc@spokanecity.org or mailed to Spokane Street Department, 901 N. Nelson Street, Attn: Street Clerks, Spokane WA 99202.	I acknowledge and I understand

	#1.1	Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices.	I acknowledge and I understand
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 I do not understand" include requested exception on separate page and title as “Exception to Terms and Conditions”, and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	Exception to Terms and Conditions: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB’s). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	#3	If so were PCBs found at a measurable level?	No
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	#5	If so attach the results or note from whom the results can be obtained.	

	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER 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.	David Michaud 509-487-4560 Steve Barto 509-981-9243
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Mississippi
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	604-595-326 (See attached)
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	I acknowledge and I understand
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			

	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of sixty (60) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			

	#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning approximately June 1, 2025, and terminates on May 31, 2030. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, with annual pricing adjustments request on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I 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 Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	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	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish Fog Seal.	I acknowledge and I understand
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Product will meet designated specifications.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a pickup date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and I understand
	#3	Awarded Vendor would be responsible for providing spec'd Fog Seal as-needed over five year period	I acknowledge and I understand
	#3.1	Bidder acknowledges it has reviewed the "Fog Seal Technical Specifications RFQ 5271-20 document" so named in the 'Documents' tab.	I acknowledge and I understand
	#3.2	Product that does not meet specifications will not be accepted.	I acknowledge and I understand
	#3.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#4	Bidder must provide "technical data" support with bid for items it is bidding, or bid may be considered non-responsive. Upload Here.	Quickseal Specification.pdf
	#5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City of Spokane Cover Letter .doc

	#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Delivery: This will be picked up the City of Spokane Street Department Employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time.	I acknowledge and I understand
	#1.1	State advance notice Vendor would require to enable City to perform pickup.	One day minimum
	#2	State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane, WA 99216
	#3	Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices.	I acknowledge and I understand
	#4	If you took exception to any of the above, explain in detail.	
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#1.1	Bidder's Unit Price Per Ton should not include any tax	I acknowledge and I understand
	#2	Annual Quantities listed 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 quotes on a uniform basis. Quantities shall be bid on a more or less basis. 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, picked up, and accepted by the City.	I acknowledge and I understand

	#2.1	Annual Estimated Quantity is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Yes
	#3	Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#3.1	Enter Unit Pricing Per Ton for Fog Seal. Quoted Unit Price is not to include tax.	$450 per ton.
	#3.2	Based on an accumulative tons picked-up during the twelve month period, 1 June through 31 May, should City of Spokane exceed 50 Tons, of Fog Seal enter the unit price per ton that would be incurred during the remainder of the 12-month period. Quoted Unit Price is not to include tax.	$450 per ton.
	#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
	#4.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

	#6	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
	#7	If you took exception to above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	City of Spokane Business ID.pdf
	#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.	
	#5	If you have additional information/documents to submit, upload them here.	
	#6	If you have additional information/documents to submit, upload them here.	

"Quickseal" Emulsified Asphalt Fog Oil (concentrate) Specifications

"Quickseal" is a pre-diluted emulsion intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use at a 50% dilution rate. Dilution by the supplier is required to insure product consistency.

Final product acceptance is based on field performance.

The concentrate for "Quickseal" will meet the following specifications prior to dilution:

	AASHTO Test Method		
Sieve Test, %	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		60 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

ERGON
Asphalt & Emulsions

City of Spokane Public Works
808 W Spokane Falls Blvd
Spokane, WA 99201

March 31st, 2025

RE: Ergon Asphalt & Emulsions Cover Letter

To whom it may concern:

Ergon Asphalt & Emulsions is pleased to submit a proposal to supply Fog Seal for a five year period beginning June 1, 2025 through May 31, 2030. We have enjoyed being the City of Spokane's supplier for the previous contract from 2020-2024 and look forward to having the opportunity to continue working together in the future. We have a consistent record of producing Fog Seal within required specifications and have attached our Fog Seal specifications for review.

We look forward to assisting you in your road maintenance program for the 2025 season.

Sincerely,

Zack MacDonald
Area Sales Manager
Ergon Asphalt & Emulsions

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4327 N THOR ST
SPOKANE WA 99217-7098

Mailing address: PO BOX 1639
JACKSON MS 39215-1639

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiratio	First issua

Owners and officers	Title
WATSON, SCOTT	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/26/2025 10:28:13 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CITY OF SPOKANE - Purchasing Nelson Center
9 15 N Nelson Street
SPOKANE, WA 99202
PHONE 509 625 6527

RFQ 6354-25, Fog Seal – As Needed Over Five (5) Year Period

Annual Quantities listed 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 quotes on a uniform basis. Quantities shall be bid on a more or less basis. 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, picked up, and accepted by the City.

Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Pricing Adjustments can be requested on the "anniversary of award" with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

ITEM	**Ergon Asphalt & Emulsion**	
	Picked-Up Unit Price Per Ton Up To 50 Tons During 12-Month Period.	Picked-Up Unit Price Per Ton Should 50 Tons Have Been Exceeded With 12-Month Period.
Spec'd Fog Seal	$450.00	$450.00
Estimated 12-month usage Qty 50 TonS	50	
Sub Total	$22,500.00	
Applicable Tax (9.1%)	$2,047.50	
Extended Total	$24,547.50	

License Information:

New search Back to results

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4327 N THOR ST
SPOKANE WA 99217-7098

Mailing address: PO BOX 1639
JACKSON MS 39215-1639

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
Scale - Large		1		Active	Mar-31-2026	Mar-16-2020
Spokane General Business				Active	Mar-31-2026	Mar-16-2020

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADAMS, BECKY	
ADAMS, STEVE	
ANDREYCHECK, NICK	
ARNOLD, GENE	
BAUMGARDNER, GAYLON	
BROOKS, DREW	
CATRON, JAMES R	
COWLEY, SHELLY	
ERICKSON, LARRY	
GRUBBA, BILL	
HODGES, KENNETH E	
HOWARD, MIKE	
ISHEE, MARK	
JOHNSON, GARY	
LAMPTON, ROBERT H	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 1:20:04 PM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0331		
Cross Ref #			
Project #			
Submitting Dept	STREETS	**Bid #**	6354-25
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
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?** NO	
Agenda Item Name	1100 - STREETS FOG SEAL		

Agenda Wording

The Street Department is seeking approval for the purchase of Fog Seal for a period of five (5) years at a cost not to exceed $500,000 annually plus tax.

Summary (Background)

This contract, awarded via bid (RFQ #6354-25) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for five years beginning approximately June 1st, 2025. This material is used widely across the City's roadway system as a way to preserve or "seal" asphalt pavement surfaces to extend pavement life.

What impacts would the proposal have on historically excluded communities?

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?

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

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?

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 2,500,000
Current Year Cost	**$** 500,000
Subsequent Year(s) Cost	**$** 500,000

Narrative

Amount		**Budget Account**
Expense	**$** 500,000	**#** 1100-21700-42300-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	Recurring

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Zack MacDonald zack.macdonald@ergon.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number RFQ 6354-25
Bid Title Fog Seal – As Needed Over Five (5) Year Period
Due Date Monday, March 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Ergon Asphalt & Emulsion
Submitted By Zack MacDonald - Thursday, March 27, 2025 9:22:59 AM [(UTC-08:00) Pacific Time (US & Canada)]
zack.macdonald@ergon.com 5099346044
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
GRANT FUNDING			
	#1	No Grant money will be used -Department operating budget will be used.	I acknowledge and I understand
INTERPRETATION			

	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF QUOTES			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF QUOTES			

	#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS			
	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 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
INVOICING			
	#1	Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to erasc@spokanecity.org or mailed to Spokane Street Department, 901 N. Nelson Street, Attn: Street Clerks, Spokane WA 99202.	I acknowledge and I understand

	#1.1	Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices.	I acknowledge and I understand
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 I do not understand" include requested exception on separate page and title as “Exception to Terms and Conditions”, and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
	#1.1	Exception to Terms and Conditions: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB’s). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	#3	If so were PCBs found at a measurable level?	No
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	#5	If so attach the results or note from whom the results can be obtained.	

	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER 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.	David Michaud 509-487-4560 Steve Barto 509-981-9243
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Mississippi
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	604-595-326 (See attached)
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	I acknowledge and I understand
BIDDER PREQUALIFICATION			
	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			

	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of sixty (60) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			

	#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning approximately June 1, 2025, and terminates on May 31, 2030. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, with annual pricing adjustments request on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I 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 Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand
	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	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	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish Fog Seal.	I acknowledge and I understand
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Product will meet designated specifications.
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a pickup date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge and I understand
	#3	Awarded Vendor would be responsible for providing spec'd Fog Seal as-needed over five year period	I acknowledge and I understand
	#3.1	Bidder acknowledges it has reviewed the "Fog Seal Technical Specifications RFQ 5271-20 document" so named in the 'Documents' tab.	I acknowledge and I understand
	#3.2	Product that does not meet specifications will not be accepted.	I acknowledge and I understand
	#3.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#4	Bidder must provide "technical data" support with bid for items it is bidding, or bid may be considered non-responsive. Upload Here.	Quickseal Specification.pdf
	#5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City of Spokane Cover Letter .doc

	#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Delivery: This will be picked up the City of Spokane Street Department Employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time.	I acknowledge and I understand
	#1.1	State advance notice Vendor would require to enable City to perform pickup.	One day minimum
	#2	State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane, WA 99216
	#3	Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices.	I acknowledge and I understand
	#4	If you took exception to any of the above, explain in detail.	
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#1.1	Bidder's Unit Price Per Ton should not include any tax	I acknowledge and I understand
	#2	Annual Quantities listed 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 quotes on a uniform basis. Quantities shall be bid on a more or less basis. 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, picked up, and accepted by the City.	I acknowledge and I understand

	#2.1	Annual Estimated Quantity is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Yes
	#3	Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#3.1	Enter Unit Pricing Per Ton for Fog Seal. Quoted Unit Price is not to include tax.	$450 per ton.
	#3.2	Based on an accumulative tons picked-up during the twelve month period, 1 June through 31 May, should City of Spokane exceed 50 Tons, of Fog Seal enter the unit price per ton that would be incurred during the remainder of the 12-month period. Quoted Unit Price is not to include tax.	$450 per ton.
	#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
	#4.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

	#6	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
	#7	If you took exception to above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	City of Spokane Business ID.pdf
	#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.	
	#5	If you have additional information/documents to submit, upload them here.	
	#6	If you have additional information/documents to submit, upload them here.	

"Quickseal" Emulsified Asphalt Fog Oil (concentrate) Specifications

"Quickseal" is a pre-diluted emulsion intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use at a 50% dilution rate. Dilution by the supplier is required to insure product consistency.

Final product acceptance is based on field performance.

The concentrate for "Quickseal" will meet the following specifications prior to dilution:

	AASHTO Test Method		
Sieve Test, %	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %[a]	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		60 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max

ERGON
Asphalt & Emulsions

City of Spokane Public Works
808 W Spokane Falls Blvd
Spokane, WA 99201

March 31st, 2025

RE: Ergon Asphalt & Emulsions Cover Letter

To whom it may concern:

Ergon Asphalt & Emulsions is pleased to submit a proposal to supply Fog Seal for a five year period beginning June 1, 2025 through May 31, 2030. We have enjoyed being the City of Spokane's supplier for the previous contract from 2020-2024 and look forward to having the opportunity to continue working together in the future. We have a consistent record of producing Fog Seal within required specifications and have attached our Fog Seal specifications for review.

We look forward to assisting you in your road maintenance program for the 2025 season.

Sincerely,

Zack MacDonald
Area Sales Manager
Ergon Asphalt & Emulsions

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4327 N THOR ST
SPOKANE WA 99217-7098

Mailing address: PO BOX 1639
JACKSON MS 39215-1639

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held a	License #	Count	Details	Status	Expiratio	First issua

Owners and officers	Title
WATSON, SCOTT	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/26/2025 10:28:13 AM

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CITY OF SPOKANE - Purchasing Nelson Center
9 15 N Nelson Street
SPOKANE, WA 99202
PHONE 509 625 6527

RFQ 6354-25, Fog Seal – As Needed Over Five (5) Year Period

Annual Quantities listed 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 quotes on a uniform basis. Quantities shall be bid on a more or less basis. 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, picked up, and accepted by the City.

Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Pricing Adjustments can be requested on the "anniversary of award" with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

ITEM	**Ergon Asphalt & Emulsion**	
	Picked-Up Unit Price Per Ton Up To 50 Tons During 12-Month Period.	Picked-Up Unit Price Per Ton Should 50 Tons Have Been Exceeded With 12-Month Period.
Spec'd Fog Seal	$450.00	$450.00
Estimated 12-month usage Qty 50 TonS	50	
Sub Total	$22,500.00	
Applicable Tax (9.1%)	$2,047.50	
Extended Total	$24,547.50	

License Information:

New search Back to results

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4327 N THOR ST
SPOKANE WA 99217-7098

Mailing address: PO BOX 1639
JACKSON MS 39215-1639

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
Scale - Large		1		Active	Mar-31-2026	Mar-16-2020
Spokane General Business				Active	Mar-31-2026	Mar-16-2020

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADAMS, BECKY	
ADAMS, STEVE	
ANDREYCHECK, NICK	
ARNOLD, GENE	
BAUMGARDNER, GAYLON	
BROOKS, DREW	
CATRON, JAMES R	
COWLEY, SHELLY	
ERICKSON, LARRY	
GRUBBA, BILL	
HODGES, KENNETH E	
HOWARD, MIKE	
ISHEE, MARK	
JOHNSON, GARY	
LAMPTON, ROBERT H	

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Agenda Sheet for City Council:

Committee: PIES **Date:** 03/17/2025

Committee Agenda type: Consent

Council Meeting Date: 04/14/2025

Date Rec'd	3/10/2025
Clerk's File #	OPR 2025-0248
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
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

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 2,500,000
Current Year Cost	**$** 500,000
Subsequent Year(s) Cost	**$** 500,000

Narrative

Amount		**Budget Account**
Expense	**$** 2,500,000	**#** 100-21800-42660-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
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

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/05/2025

Date Rec'd	3/10/2025
Clerk's File #	OPR 2025-0248
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
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 $1.5 million (plus tax); equating to an overall increase from $575,000 to $7.5 million (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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 7,500,000
Current Year Cost	$ 1,500,000
Subsequent Year(s) Cost	$ 1,500,000

Narrative

Amount		Budget Account
Expense	$ 2,500,000	# 100-21800-42660-53210-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	

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

Approvals		Additional Approvals	
Dept Head	HARRIS, CLINT E.		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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
streetaccounting@spokanecity.org	

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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: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	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@saltdistributorsinc.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 Buildng 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 Buildng 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 http://bls.dor.wa.gov 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 Odot 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

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	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

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	10	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.	I acknowledge and I understand
	11	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.	I acknowledge and I understand
	12	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.	I acknowledge and I understand
	13	ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____	S corp Washington

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	14	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.	Yes
	15	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.	I agree and I acknowledge
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	2	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.	I agree and I acknowledge

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	3	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.	I agree and I acknowledge	
	4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge	
INSURANCE				
	1	Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):	I agree and I acknowledge	
	2	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I agree and I acknowledge	

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3	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $1,500,000.00 in order to meet the insurance coverages required under this Contract.	I agree and I acknowledge
4	c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I agree and I acknowledge
5	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I agree and I acknowledge
6	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I agree and I acknowledge
Evaluation of Quotes:		

	1	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):			
	1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	No
	1.1	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	1.2	If so were PCBs found at a measurable level?	Don't Know
	1.3	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know

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	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 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

	7.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
	7.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
	7.3	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
	8	PRICE DECREASES: During the contract period, any price decreases obtained by Vendor shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	combined SDS and product data sheets.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

DocuSign Envelope ID: B4D58A03-CEB9-4865-8398-3485EAF7C8C8

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			
Total Base Bid	$677,579.00							

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
Liberty Lake General Business - Non-Resident				Active	Oct-31-2025	Sep-29-2022
Spokane General Business - Non-Resident				Active	Oct-31-2025	Nov-13-2017
Spokane Valley General Business - Non-Resident				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).

PRODUCER	CONTACT NAME: Jeff Eucker	
GVI INSURANCE 1320 N Atlantic Spokane, WA 99201	PHONE (A/C, No, Ext): (509)328-5800	FAX (A/C, No): (509)328-0254
	E-MAIL ADDRESS: jeff@gvicorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Insurance Co	
INSURED Salt Distributors Inc. PO Box 100 Newman Lake, WA 99025	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	BKS 59092434	09/25/24	09/25/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BKS 59092434	09/24/24	09/24/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ESO 59092434	09/24/24	09/24/25	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (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

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

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

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2024063		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - SPRAGUE/ALKI/BROADWAY GRIND AND OVERLAY		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Sprague/Alki/Broadway Grind and Overlay - $__. An administrative reserve of $___, which is 10% of the contract, will be set aside. (East Central Neighborhood Councils)

Summary (Background)

This project grinds and overlays Sprague-Freya to Havana and Alki/Broadway and includes full-depth reconstruction at several locations. This project is federally funded. Estimated cost of project is $3,000,000. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 0	**#** 3200-95164-95300-56501-86157
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

Is this funding source sustainable for future years, months, etc?

N/A

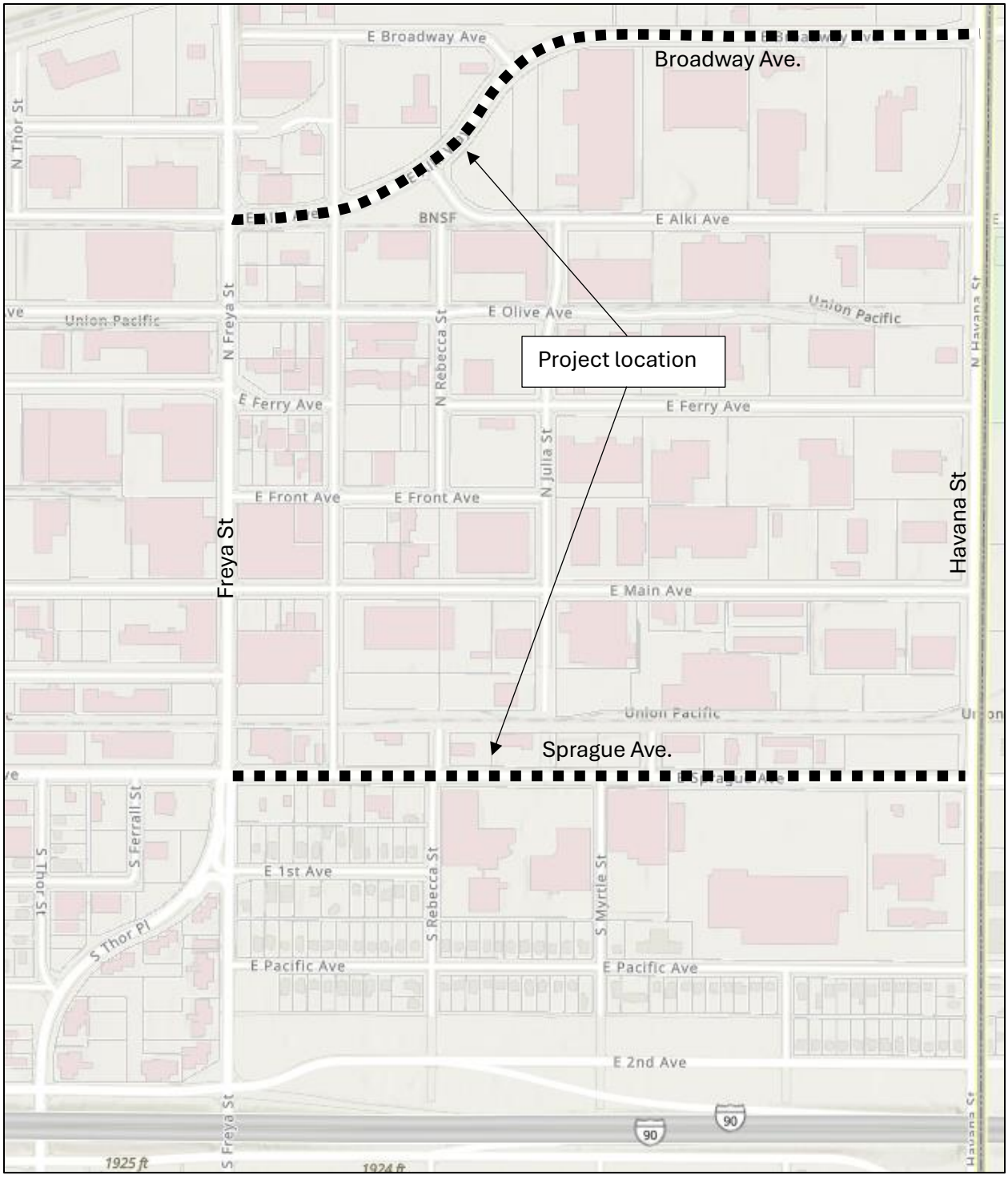
Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	tax&licenses@spokanecity.org
publicworksaccounting@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	pyoung@spokanecity.org
jrhall@spokanecity.org	mvallen@spokanecity.org


Broadway Ave.
Project location
Sprague Ave.
Freya St
Havana St
E Broadway Ave
N Thor St
BNSF
E Alki Ave
Union Pacific
N Freya St
E Olive Ave
N Rebecca St
N Julia St
E Ferry Ave
E Front Ave
E Main Ave
S Ferrall St
S Thor St
S Thor Pl
E 1st Ave
S Myrtle St
E Pacific Ave
E 2nd Ave
S Freya St
90
1925 ft
1924 ft

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2021079		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - FRANCIS AND ASSEMBLY WATER TRANSMISSION		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Francis and Assembly Water Transmission Main - $__. An administrative reserve of $___, which is 10% of the contract, will be set aside. (Northwest & Balboa/South Indian Trail Neighborhood Councils)

Summary (Background)

This project installs an 18" water transmission main from approximately the intersection of Assembly/Driscoll & Francis (near Dwight Merkel Sports Complex) to Nine Mile Rd/Wind River Dr, approx. 7,000 ft. The purpose of this project is to supply additional water during the summer months when the residential area NW of this project experiences low pressure. This project is locally funded. Estimated cost is: $3,500,000.00 to $4,000,000.00. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 0	**#** 4250 42300 94340 56501 11029
Expense	**$** 0	**#** 4250 98866 94340 56501 11029
Expense	**$** 0	**#** 4250 42300 94340 56501 11034
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Water Rates

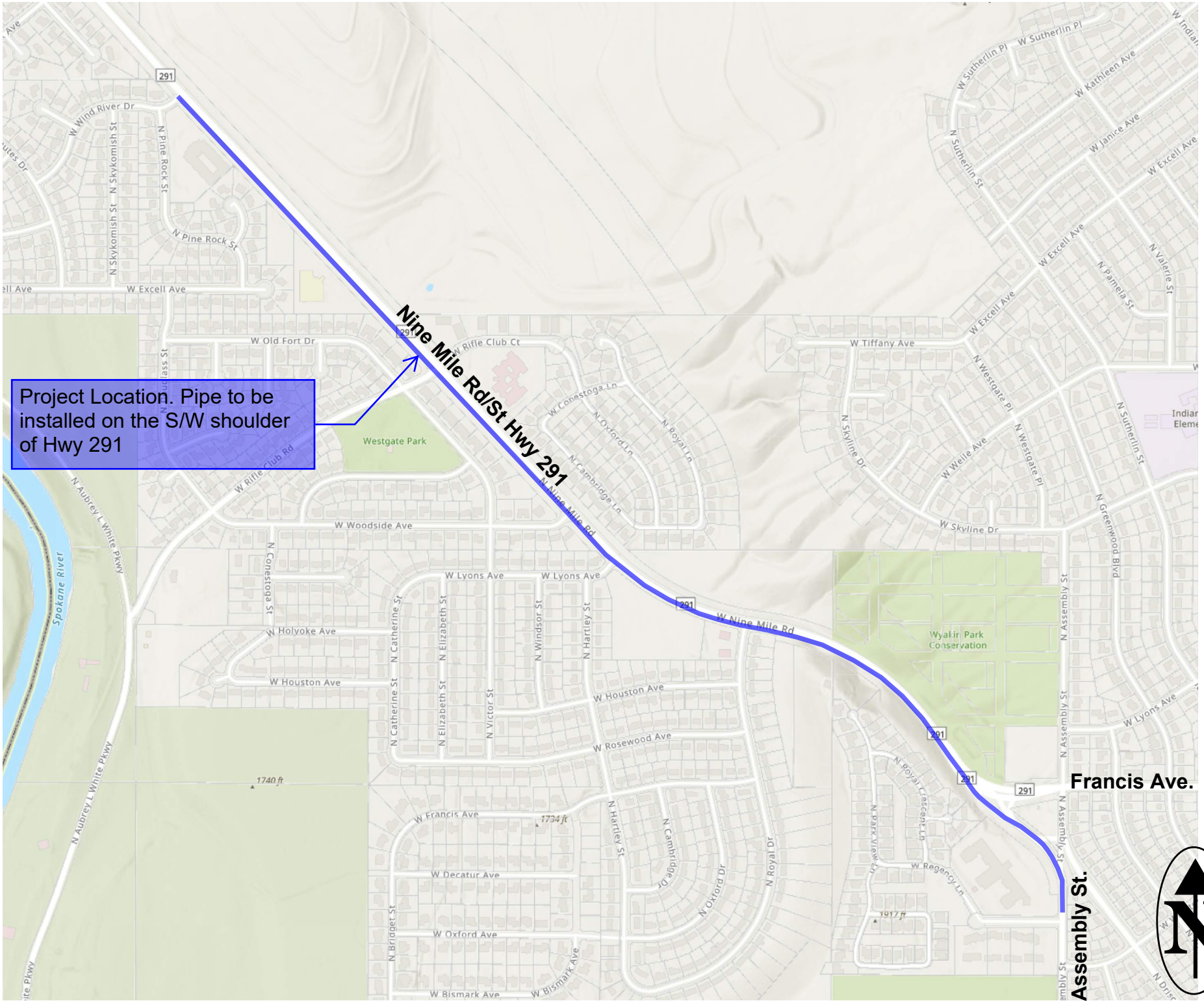
Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	tax&licenses@spokanecity.org
publicworksaccounting@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	pyoung@spokanecity.org
jrhall@spokanecity.org	mvallen@spokanecity.org


Project Location. Pipe to be installed on the S/W shoulder of Hwy 291
Nine Mile Rd/St Hwy 291
Francis Ave.
Assembly St.
291
W Wind River Dr
N Skykomish St
N Pine Rock St
W Excell Ave
W Old Fort Dr
W Rifle Club Ct
W Rifle Club Rd
Westgate Park
W Woodside Ave
W Lyons Ave
N Holyoke Ave
W Houston Ave
W Rosewood Ave
W Francis Ave
W Decatur Ave
W Oxford Ave
W Bismark Ave
W Nine Mile Rd
W Tiffany Ave
W Skyline Dr
W Welle Ave
W Janice Ave
W Kathleen Ave
W Sutherlin Pl
N Sutherlin St
N Assembly St
N Greenwood Blvd
N Aubrey L White Pkwy
Spokane River
Wyakin Park Conservation
1740 ft
1734 ft
1917 ft

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	3/11/2025		
Clerk's File #	OPR 2025-0326		
Cross Ref #			
Project #			
Submitting Dept	ENGINEERING SERVICES	**Bid #**	CR 27486
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@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	0370 - EYE CLINIC SIDEWALK VAULT INFILL		

Agenda Wording

Contract with Bacon Concrete Inc., (Spokane, WA) for Eye Clinic Sidewalk Vault Infill in the amount of $57,800.00. An administrative reserve of $11,560.00 plus tax, which is 20% of the contract amount, will be set aside.

Summary (Background)

In downtown Spokane, sidewalks adjacent to older building frequently are the roof of the building basement - see attached exhibit. These are sometimes referred to as sidewalk vaults. When constructing ADA curb ramps near sidewalk vaults, special care must be taken because, as shown in the exhibit, the sidewalk is the basement roof. On the Washington-Stevens grind & overlay project, the extent of the sidewalk vault was inaccurately shown on the plans. As a result, when a portion of the sidewalk was removed for curb ramp construction in front of the Eye Clinic (Washington & Main), the sidewalk vault roof in that area was cut and rendered unusable and therefore must be replaced. The most effective long-term solution is to fill the portion of the sidewalk vault below the accidental cut with concrete. See attached exhibit. This fix would normally be rolled into the Washington-Steven grind & overlay project but, because the pricing for this change order was so high, we solicited quotes from the small works roster and by doing so, saved the city over $100,000. Because of the high probability for changes, we request a 20% admin reserve on top of the $57,800 bid amount.

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

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 69,360.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 69,360.00	**#** 3200 48400 42300 54201 86034
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

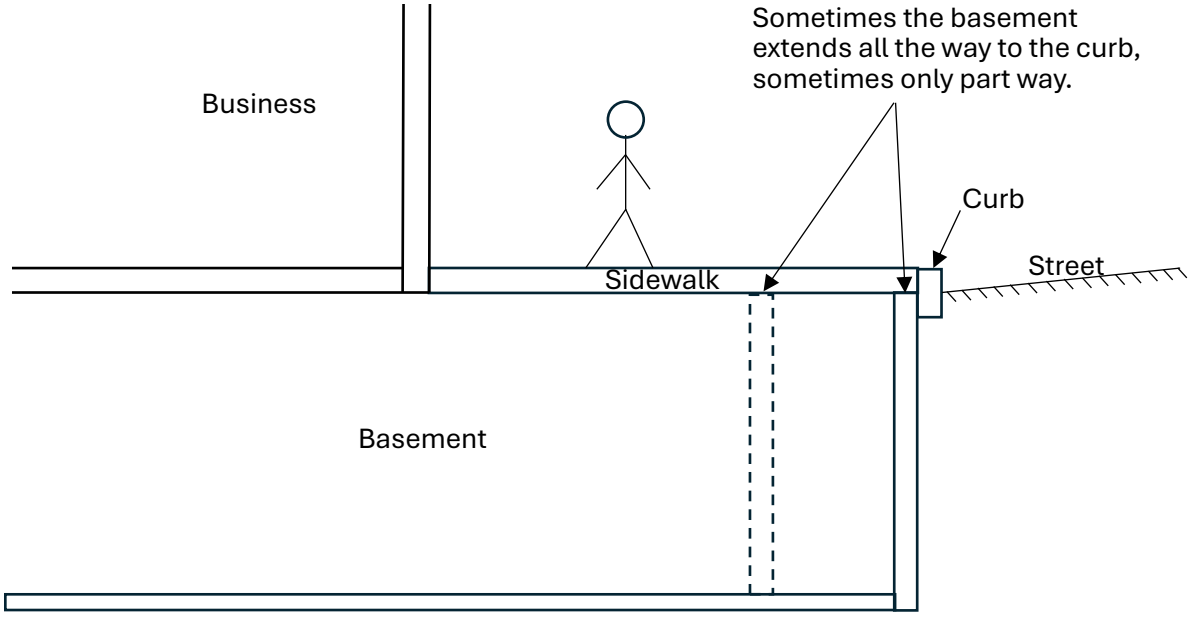
Expense Occurrence	N/A

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

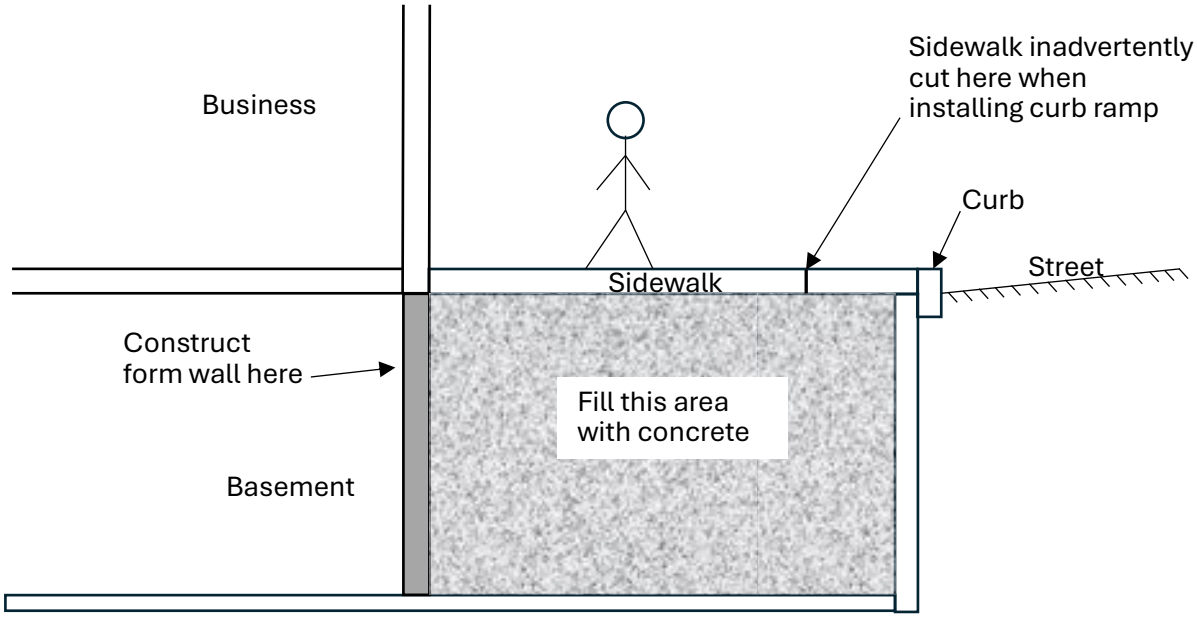
Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN		
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	dbuller@spokanecity.org
jradams@spokanecity.org	

Existing Sidewalk Vault



Sidewalk Vault Fix



City Clerk's No. OPR 2025-0326

City of Spokane

PUBLIC WORKS CONTRACT

SIDEWALK VAULT INFILL

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Sidewalk Vault Infill work at Washington and Main Streets; and

WHEREAS, the Contractor was selected from an invitation to Bid.

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 May 12, 2025, and ends on September 30, 2025, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this 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 General Scope of Work for this Agreement is described in Contractor's Response to Invitation to Bid, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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 **FIFTY-SEVEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS** (**$57,800.00**), plus tax if applicable, 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 Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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.

11. 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.

12. 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, indemnity, 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.

13. 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 coverage in combination with Commercial General Liability policy shall be a minimum of $2M in 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 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, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30days The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 for two (2) years following final acceptance. 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.

23. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to seek specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may 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.

BACON CONCRETE, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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
Exhibit B - Contractor's Response to Invitation to Bid

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

City of Spokane
Invitation To Bid

Project Title: Sidewalk Vault Infill - Washington & Main

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on 3/25/2025 at 11 AM. The location will be at the building entrance, SE corner of Washington & Main.
2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 4 pm on 4-3-25 to Dan Buller at dbuller@spokanecity.org, Spokane, WA _____.
   Electronic submission is preferred, submit via email to: dbuller@spokanecity.org
4. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. AWARD OF CONTRACT. Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must 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.
11. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. BUSINESS REGISTRATION REQUIREMENT. 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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor 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.

SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. PROJECT CONTACT. The Project contact for the City of Spokane is:

   Name: Jonathan Adams
   Department: Engineering Services
   Phone: 509-625-6267
   Email: jradams@spokanecity.org

3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by. Thursday 6/26/2025
4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of $500 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. WASHINGTON STATE RETAIL SALES TAX.
   A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
   B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $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.

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. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.
On contracts of $150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 04/03/202:

C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:

A. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).

B. On contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.

C. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.

   see attached pdf files.
3. SCOPE OF WORK.

   Like many downtown Spokane buildings, the building at the SE corner of Washington & Main has a basement that extends under the sidewalk to approximately the curb line (i.e., the sidewalk is the roof of the basement). The intent of this project is fill a small portion of that basement by cutting a hole in the sidewalk in order to access the basement below, building concrete masonry unit and wood form walls to contain the controlled density fill (CDF), filling the designated portion of the basement with CDF, and patching the hole, after which another contractor will replace the sidewalk and nearby curb ramps as part of on-going street project. Form wall materials and CDF shall be placed into the basement via the access hole. Workers may access the basement via the building stairway.

   Due to the time constraints of the on-going street project, the work in this solicitation must be done between May 19 and June 26, 2025.

   Refer to the attached drawings for the project specifics.

   In his bid the contractor shall include all labor and materials necessary to construct the work as shown or implied on the plans including but not limited to: concrete cutting, masonry, carpentry, CDF, piping modifications, concrete repair, removal and disposal of debris as necessary, permitting (obstruction permit will be required but the fee will be waived), developing a traffic control plan for vehicles and pedestrians, implementing the traffic control plan, etc.

City of Spokane
Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Sidewalk Vault Infill - Washington & Main

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

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

BASE BID:	$ 57,800.00	Alt 1 Description or Delete (Include Retail Sales Tax)
SALES TAX (9 %) 9.1% April 1	$ 5259.80	
TOTAL BASE BID PRICE:	$ 63,059.80	Alt 2 Description or Delete (Include Retail Sales Tax)
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	$ Ø	Alt 3 Description or Delete (Include Retail Sales Tax)

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	BACONCI072LQ
U.B.I. Number	601-398-658
Washington Employment Security Department Number	760,832-005
Washington Excise Tax Registration Number	601-398-658

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (☒ YES) (☐ NO)

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.

FIRM NAME: Business Name Bacon Concrete Inc

PRINTED NAME: Printed Name Grey Bacon

SIGNATURE:

TITLE: Title President

PHONE: Phone 509-998-9251

ADDRESS: Business Address 10510 N Dramon Ln Spokane WA 99208

EMAIL: name@domain Grey@baconconcrete.com

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: BACON CONCRETE, INC.

Business name: BACON CONCRETE, INC.

Entity type: Profit Corporation

UBI #: 601-398-658

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16510 N BRANNON LN
SPOKANE WA 99208-8750

Mailing address: 16510 N BRANNON LN
SPOKANE WA 99208-8750

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
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Nov-04-2011
Spokane General Business - Non-Resident	T12011451BL			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-13-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 3:19:22 PM

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): 11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED RESERVE INSURANCE COMPANY — 16024
INSURED BACON CONCRETE INC 16510 N BRANNON LN SPOKANE, WA 99208-8750	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 154** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9803980	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS OWNLY [ ] NON-OWNED AUTOS ONLY	N	N	9803980	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9803982	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	~~WORKERS COMPENSATION AND EMPLOYERS' LIABILITY~~ Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9803980	12/31/2024	12/31/2025	[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
CITY OF SPOKANE 154 0 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333	**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 Nicholas R. Zoeven

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured 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 "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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. ″Bodily injury″ or ″property damage″ occurring after:

a. 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

b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/27/2025		
Clerk's File #			
Cross Ref #			
Project #	2020097		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - CSO TANK REHABILITATION PROJECT		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for the CSO Tank Rehabilitation Project - $__. An administrative reserve of $___, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

Summary (Background)

The CSO remediation program lasted approximately 15 years over which time various discoveries were made on the best design features. The design discoveries were incorporated into CSO tanks constructed at a later date. This project revises three of the tanks constructed early in the program to incorporate better design features as well as address several defects that showed up after the warranty period and, in the process, reduce maintenance costs. Those tanks are located at Ray St/20th Ave (outside of the roadway), at Fiske St/Hartson (within and on the south side of Underhill Park) and at Nettleton St/Buckeye Ave (South of TJ Meenach Dr/Northwest Blvd outside the roadway). This project is locally funded. Estimated Cost is $1,500,000.00. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A.

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Sewer Rates

Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	eraea@spokanecity.org
tax@licenses@spokanecity.org	publicworksaccounting@spokanecity.org
pyoung@spokanecity.org	dbuller@spokanecity.org
dstuder@spokanecity.org	jrhall@spokanecity.org
mvallen@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2025044		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - 2025 LOCAL STREET GRIND AND OVERLAY 2025044		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Local Access Grind and Overlay - $___ plus tax. An administrative reserve of $___ plus tax, which is 10% of the contract, will be set aside. Various Neighborhoods.

Summary (Background)

The project shown in the attached exhibit is the annual local street grind & overlay project funded by the transportation benefit district. This project was formerly known as the residential grind & overlay project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas, and thus, the name changed to "local street grind & overlay." The total length of the street to receive grind & overlay is about 1.4 miles. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $___. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Estimated cost $1,500,000.00

Amount		**Budget Account**
Expense	**$** 00	**#** 1990-49809-42300-54201-21050
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

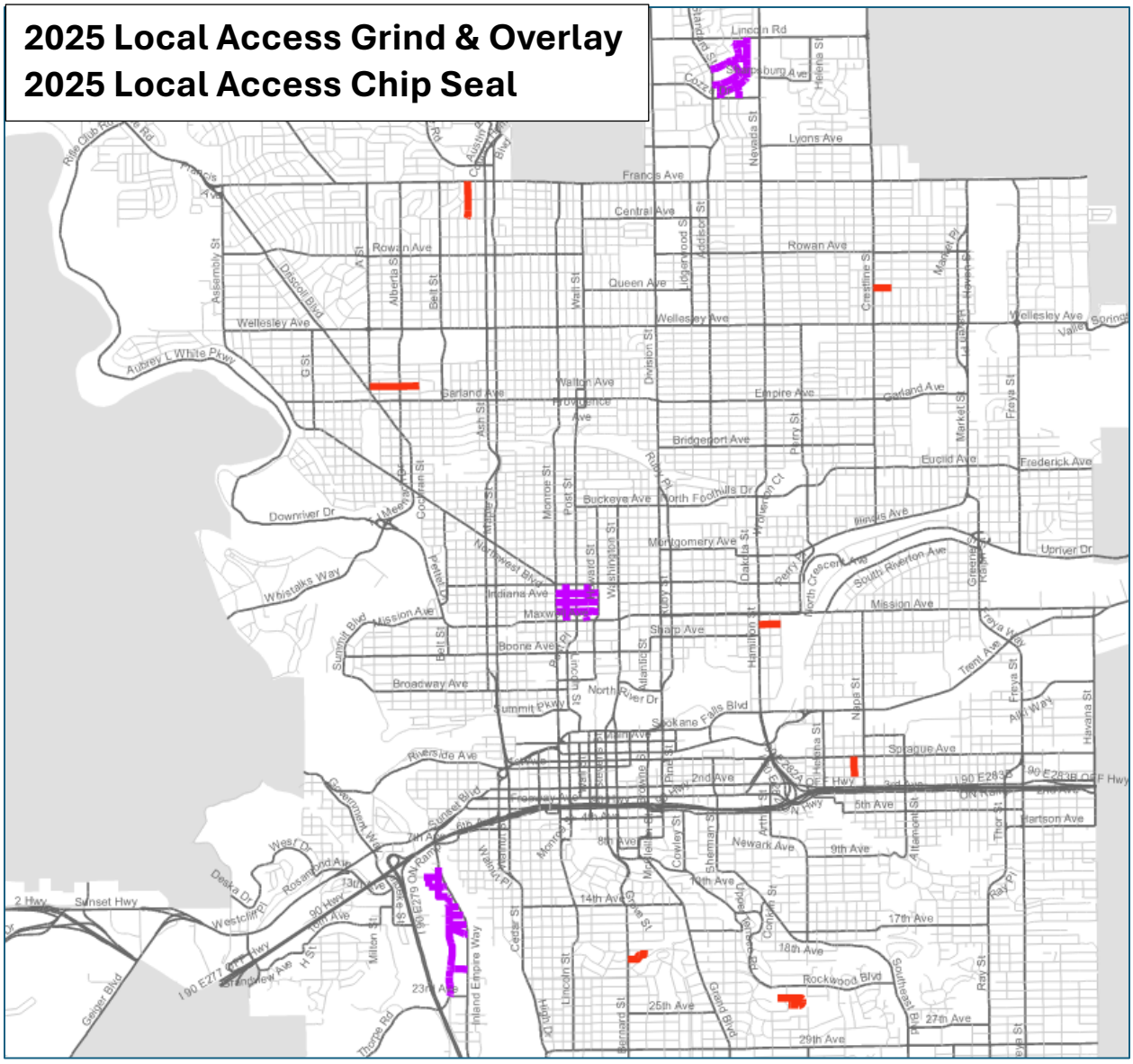
Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

2025 Local Access Grind & Overlay
2025 Local Access Chip Seal



Grind & Overlay (red)	Chip Seal (pink)
Sinto – Hamilton to Superior	Wilding from Standard to Lincoln Et Al
Queen – Crestline to Stone	Chestnut St Et Al
Magnolia – Pacific to Sprague	Augusta from Monroe to Howard Et Al
20th/McClellan – Bernard to 19th	
Christmas Tree/Rockwood Pine	
Upton – A to Nettleton	
Elm – Central to Francis	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2025043		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - 2025 LOCAL STREET CHIP SEAL 2025043		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Local Access Chip Seal - $___ plus tax. An administrative reserve of $___ plus tax, which is 10% of the contract, will be set aside. Various Neighborhoods.

Summary (Background)

The project shown in the attached exhibit is the annual local access chip seal project funded by the transportation benefit district. This project was formerly known as the residential chip seal project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas, and thus, the name changed to "local street chip seal." The total length of the street to receive chip sealing is 4.4 miles. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $___. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 0
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Estimated cost of $1,500,000.00

Amount		**Budget Account**
Expense	**$** 0	**#** 1990-49893-42300-54201-21049
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

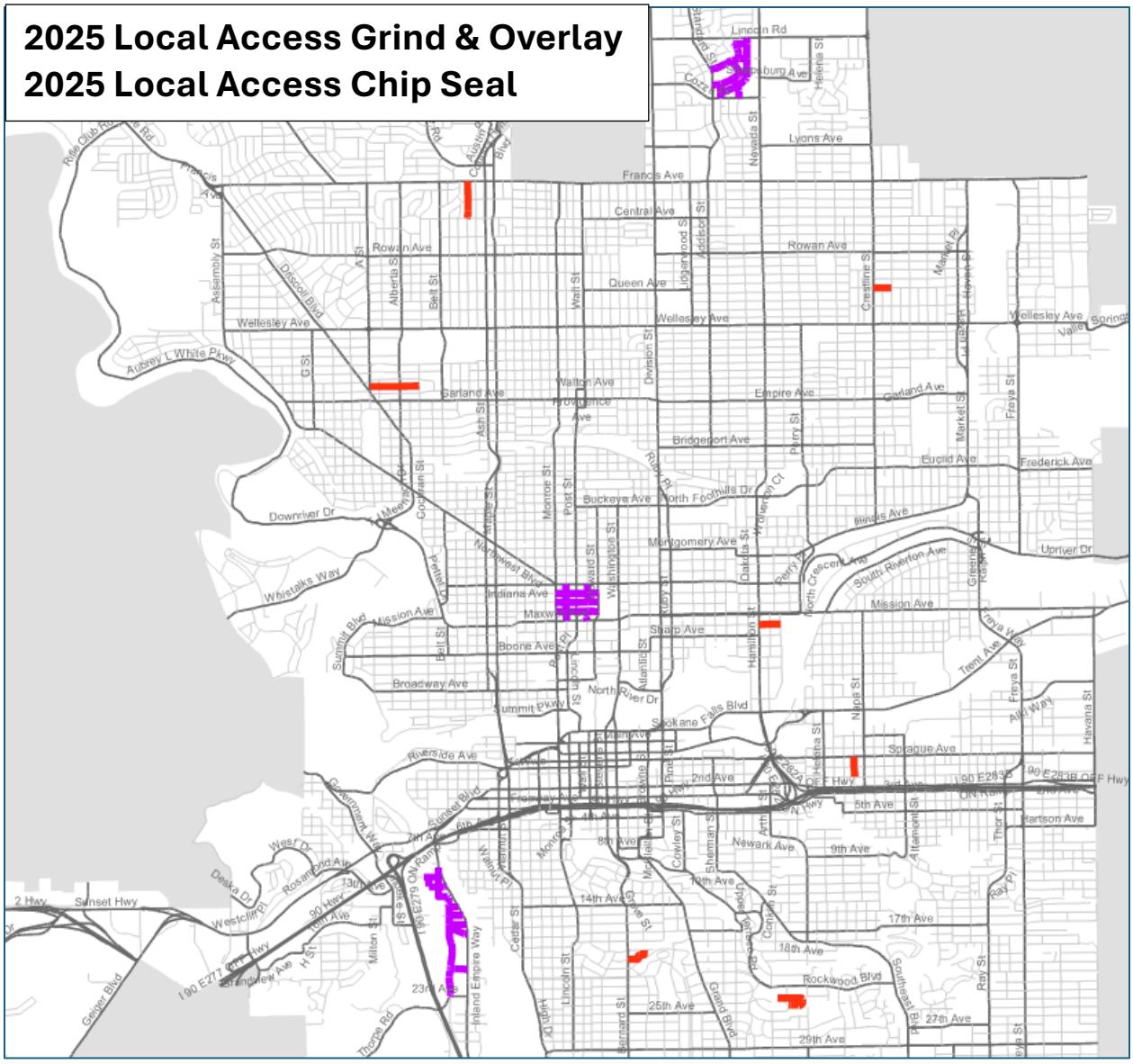
Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	pyoung@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	

2025 Local Access Grind & Overlay
2025 Local Access Chip Seal



Grind & Overlay (red)	Chip Seal (pink)
Sinto – Hamilton to Superior	Wilding from Standard to Lincoln Et Al
Queen – Crestline to Stone	Chestnut St Et Al
Magnolia – Pacific to Sprague	Augusta from Monroe to Howard Et Al
20th/McClellan – Bernard to 19th	
Christmas Tree/Rockwood Pine	
Upton – A to Nettleton	
Elm – Central to Francis	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/11/2025		
Clerk's File #			
Cross Ref #			
Project #	2024070		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	0370 - LOW BID AWARD - FREYA STREET - 21ST TO 13TH DISTRIBUTION MAIN		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Freya Street - 21st to 13th Distribution Main - $__. An administrative reserve of $___, which is 10% of the contract, will be set aside. (Lincoln Heights Neighborhood Councils)

Summary (Background)

This project replaces a 1940s-1960s era 8" cast iron water distribution main from approximately 13th Ave. to 21st Ave. with a 12" ductile iron main, approximately 4,000 ft. This main has experienced multiple breaks over the last several years, leading to significant traffic disruption on this important arterial and hence this replacement project. This project is locally funded. Estimate of project is $3,000,000. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$**
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 0	**#** 4250-42300-94340-56501-11079
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

N/A

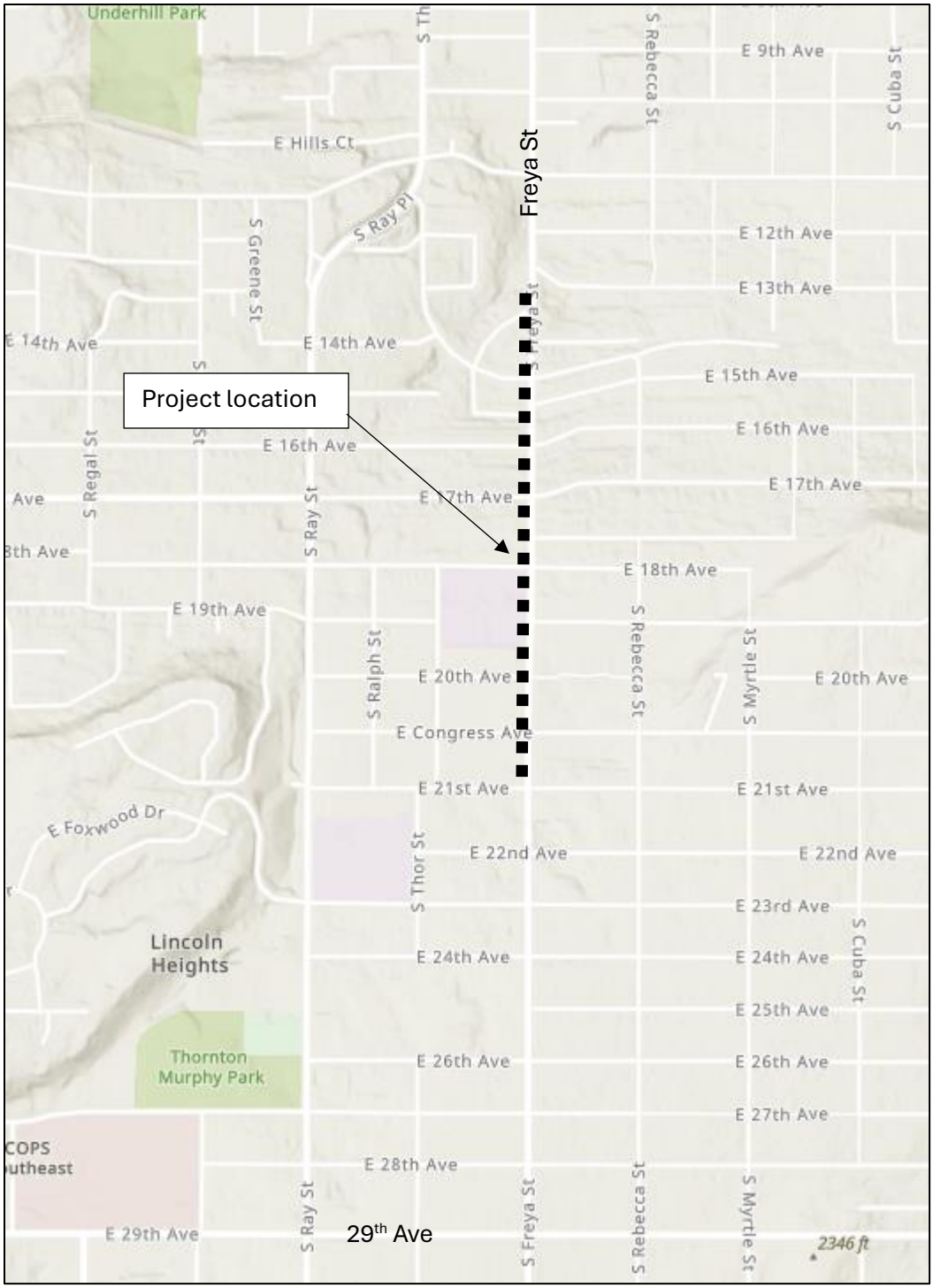
Expense Occurrence	One-Time

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

N/A

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager			
Legal			
For the Mayor			

Distribution List	
	tax&licenses@spokanecity.org
publicworksaccounting@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	pyoung@spokanecity.org
jrhall@spokanecity.org	mvallen@spokanecity.org


Underhill Park
E Hills Ct
S Greene St
S Ray Pl
Freya St
S Rebecca St
E 9th Ave
S Cuba St
E 12th Ave
E 13th Ave
E 14th Ave
E 14th Ave
E 15th Ave
Project location
E 16th Ave
E 16th Ave
E 17th Ave
E 17th Ave
S Regal St
S Ray St
E 18th Ave
E 19th Ave
S Ralph St
E 20th Ave
S Rebecca St
S Myrtle St
E 20th Ave
E Congress Ave
E 21st Ave
E 21st Ave
E Foxwood Dr
S Thor St
E 22nd Ave
E 22nd Ave
E 23rd Ave
Lincoln Heights
E 24th Ave
E 24th Ave
S Cuba St
E 25th Ave
Thornton Murphy Park
E 26th Ave
E 26th Ave
E 27th Ave
E 28th Ave
E 29th Ave
S Ray St
29th Ave
S Freya St
S Rebecca St
S Myrtle St
2346 ft

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2024-0062		
Cross Ref #			
Project #	2022064		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	CR 27473
Contact E-Mail	DBULLER@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	0370 - ADMINISTRATIVE RESERVE INCREASE INLAND ASPHALT MARKET		

Agenda Wording

Administrative reserve increase for the contract with Inland Asphalt Company for Market-Monroe-29th Grind and Overlay project for a total increase of $70,000.00

Summary (Background)

In 2024, Engineering Services oversaw two very large fed funded arterial grind & overlay projects addressing portions of 29th Ave., Washington St, Monroe St., Market St. and Lincoln Rd. One of those projects ended up about $525,000 under budget but the other one ended up $440,000 over budget. Council typically approves a 10% administrative reserve. On this project (specifically, Market-Monroe-29th, 2022064), various change orders added to 12% of the original contract cost of $3,690,000 meaning that we are requesting an additional 2% or $70,000 in spending authorization. This cost overrun was due primarily to greater than anticipated pavement repair required before installation of the overlay and complicated traffic control on 29th Ave.

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

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 70,000.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 70,000.00	**#** 3200 95164 95300 56501 86118
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

Is this funding source sustainable for future years, months, etc?

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	BULLER, DAN	**PURCHASING**	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	dbuller@spokanecity.org
pyoung@spokanecity.org	mvallen@spokanecity.org

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0322		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	PW ITB 6346-25
Contact Name/Phone	RAYLENE 509-625-7901	**Requisition #**	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4100 UTILITY CONCRETE REPAIR SERVICES		

Agenda Wording

Master contract with Bacon Concrete, Inc. (Spokane, WA) for on-call concrete repair services not to exceed $500,000.00 Annually.

Summary (Background)

Bid #6346-25 for on-call repair of curbs, sidewalks, driveways, and ADA curb ramps damaged by utility work was issued March 4, 2025. Four (4) bid responses were opened on March 31, 2025. Bacon Concrete, Inc is recommended for business award as the lowest responsive, responsible bidder. This contract will be used by Water and Wastewater Maintenance departments on an as-needed basis and will be valid for an initial three (3) year term with one (1) year renewal option.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,000,000.00
Current Year Cost	$ 500,000.00
Subsequent Year(s) Cost	$ 1,500,000.00

Narrative

Amount		Budget Account
Revenue	$ 500,000.00 Annually	# 4100-42420-34148-54854-0110
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

4100-42420-34148-54854-0110

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	**PURCHASING**	PRINCE, THEA
Division Director	BULLER, DAN		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Greg Bacon greg@baconconcrete.com	rrpenaluna@spokanecity.org
nrussell@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	rgennett@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	4/21/25
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7901
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	4100 Utility Concrete Repair Services
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	**Summary (Background)** Bid #6346-25 for on-call repair of curbs, sidewalks, driveways, and ADA curb ramps damaged by utility work was issued March 4, 2025. Four (4) bid responses were opened on March 31, 2025. Bacon Concrete, Inc is recommended for business award as the lowest responsive, responsible bidder. This contract will be used by Water and Wastewater Maintenance departments on an as-needed basis and will be valid for an initial three (3) year term with one (1) year renewal option.

Fiscal Impact

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Total Cost: $2,000,000.00

Current year cost: $500,000.00

Subsequent year(s) cost: $1,500,000.00

Narrative: 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

Funding Source ☐ One-time ☒ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? 4100-42420-34148-54854-0110

Expense Occurrence ☐ One-time ☒ Recurring ☐ N/A

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

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

- What impacts would the proposal have on historically excluded communities?
  Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
  N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
  Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
  This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT

Title: UTILITY CONCRETE REPAIR SERVICES – ON CALL

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Utility Concrete Repair Services for the City of Spokane Water & Hydroelectric Department; and

WHEREAS, the Contractor was selected through PW ITB 6346-25 issued by the City of Spokane.

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 May 19, 2025, and ends on May 18, 2028, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

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 shall provide On-Call, As-Needed Utility Concrete Repair Services for the City of Spokane Water & Hydroelectric Department.

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 annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. 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 City of Spokane Water & Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. 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. PREVAILING WAGES.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).

B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https//fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. 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 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.

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 Consultant's/Contractor's/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 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, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella 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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify 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 Contractor 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 for two (2) years following final acceptance. 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.

BACON CONCRETE, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B - Certification of Compliance with Wage Payment Statutes
Exhibit C – Contractor's Response to ITB

25-076

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) Title of Certifying Official (Type or Print)	Signature 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	PW ITB 6346-25
Bid Title	Utility Concrete Repair Services - On-Call Public Works Maintenance
Due Date	Monday, March 31, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Bacon Concrete, Inc.
Submitted By	Greg Bacon - Monday, March 31, 2025 9:57:27 AM [(UTC-08:00) Pacific Time (US & Canada)] greg@baconconcrete.com (509) 924-3900
Comments	

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	Bid Point of Contact	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Greg Bacon 509-998-9251 Greg@baconconcrete.com
	Contractor's Representation	The Contractor by making its Bid represents that it has read and understands the specifications.	Yes
	Qualification	Prior to award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	Acknowledged
	Award of Contract	Award of Contract, when made by the City, will be to lowest responsive, responsible bidder based on rates and most favorable service. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged
	Contract Period	The contract(s) that is awarded from this Request for Bids will be a Three (3) year contract with one (1) optional one-year renewal.	I agree and acknowledge
	Contract Renewals	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) one-year options with the total contract period not to exceed one (1) year.	Acknowledged
	Execution of Contract	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	Acknowledged

	Guarantee	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Yes
	Invoicing	Invoices must be submitted to Water & Hydroelectric Services Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on-site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to wateraccounting@spokanecity.org.	I acknowledge and agree
	Invoicing	Awarded Contractor shall apply tax, as applicable, when invoicing. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.	I acknowledge and agree
	Payment	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	Agreed
	Rejection of Bids	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged
	Employees per Job	Please indicate how many employees the contractor feels is standard to perform each job.	4

	Contractor Registration	The Contractor must be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged
	Completion Time	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
Public Works Requirements			
	A.	The work under this contract is classified as routine maintenance under state law.	Acknowledged
	1.	A payment/performance bond is NOT required.	Acknowledged
	2.	Statutory retainage is NOT required.	Acknowledged
	B.	Prevailing Wage	Acknowledged
	1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged

2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit Price contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged
C.	Apprenticeship	Acknowledged

	1.	On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15%) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15%) percent of the labor hours for each craft that has an available State-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a State-approved apprenticeship program.	Acknowledged
	D.	Statement of Intent	Acknowledged
	1.	The Contractor and 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 work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged
	E.	Filing Fees	Acknowledged
	1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars ($40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	Acknowledged
	F.	Department of Labor and Industries Public Works and Prevailaing Wage Training	Acknowledged
	1.	As of July 1, 2019 contractors must 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 - Indicate whether you are exempt, have taken the training or have not taken the training.	Acknowledged
	G.	Prevailing Wages Multi-Year Contracts and Extensions	Acknowledged

	1.	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.	Acknowledged
Standard Terms & Conditions			
	1	Contractor has read and understands the Standard Terms & Conditions Document in the 'Documents' tab.	Yes
Technical Requirements			
	Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Agreed
	Performance	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree
	Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Agreed
	Background	The Water & hydroelectric Services department is seeking a contractor to perform utility concrete repairs. There is a backlog of 111 cuts, in combination with additional routine maintenance.	I acknowledge and agree
	Scope of Work	Removal and/or replacement of damaged curb and gutter sections, cement concrete curbs, approaches, and ADA curb ramps on an as-needed basis in accordance with these contract provisions and City Standard Specifications.	Agreed

	Scope of Work	Complete concrete repair of the specified product within a maximum of thirty (30) calendar days of notice to proceed in accordance with the pricing provided below AND invoice within ten (10) business days of completion.	Agreed
	Scope of Work	Responsive completion of emergency services (within twenty-four hours) as priced on the 'Pricing' tab.	Agreed
	Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof according to the City's preference.	Agreed
	Scope of Work	Clean and complete service. Before invoicing, the Contractor shall ensure the service area (property and street) is free from debris. If applicable, temporary asphalt shall be replaced after pouring curb sections.	Agreed
	Scope of Work	Removal of forms as soon as possible after concrete is poured and cured.	Agreed
	Scope of Work	Attendance of a minimum of one (1) "kick-off" meeting after award determination to meet department contacts and establish project relationships (date/time TBD at City facility TBD*). Additional meetings may be requested to support good communication and facilitate project performance.	Agreed
	Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	Agreed
	Scope of Work	Contractors are expected to be familiar with current WSDOT specifications.	Acknowledged
	Scope of Work	Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged
	Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth in Schedules A & B on the 'Pricing' tab for the actual volume performed. Quantities are contingent on unknown events which may necessitate service to existing or new utilities.	Agreed
	Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed.	14
	Minimum Location Fee	Minimum Location Fee is specified as a physical location OR adjacent location.	I agree and acknowledge

	Minimum Location Fee	The "Minimum Location Fee" for both Schedule A & B on the 'Pricing' tab is defined as a curb ten (10) linear feet and smaller, and/or sidewalk/driveway five (5) square yards or smaller, or any combination thereof. Projects in excess of these dimensions should be billed according to the unit pricing for footage actually serviced.	Agreed
	Minimum Location Fee	Services requested and/or performed at the same physical address on the same date are subject to a single "Minimum Location Fee". Contractor may not bill multiple "Minimum Location Fees" for services at the same address unless they were requested and performed on different dates.	Acknowledged
	Removal of Cold Mix	The removal of cold mix or loose gravel does not qualify for billing under 'Schedule B (Contractor Prepared Sites)' rates. Rates for 'Schedule A (City Prepared Sites)' shall apply whenever existing cured concrete and/or cured asphalt have been cut and removed. Excavation required to form and pour shall not be classified as 'Schedule B (Contractor Prepared Sites)' unless removal of cured asphalt or cured concrete is required.	Agreed
	Emergency Service Fee	The "Emergency Service Fee" for both Schedule A & B on the 'Pricing' tab is a short notice fee which may be charged in addition to the "Minimum Location Fee" or the unit price for footage serviced as applicable if services are requested for completion within 24 hours' notice.	Agreed
	Background	Bidder has read the verified Utility Cut List Provided in the Documents Tab	Yes
Bid			
	Bid Offer	The prices listed on the 'Pricing' tab of this request are 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.	Yes
	Addenda	Indicate the number of Addenda Contractor has received and accepts, including the requirements added and outlined therein. Note: failure to indicate any and all Addenda issued on this project may result in a 'non-responsive' determination by the City.	1
	Withdrawal of Bid	Contractor agrees its Bid will not be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Yes
	Subcontractors	Will subcontractors be used on this project?	Yes

	Subcontractors	If subcontractors will be used on this project, find the 'Subcontractor List' on the 'Documents' tab and complete and upload it here (all pages must be uploaded as one file). If no subcontractors will be used, skip to the next question.	Sub List.pdf
Contractor Responsibility			
	1	Washington State Contractor’s Registration No.	BACONCI072L9
	2	Contractor's U.B.I. Number	601398658
	3	Contractor's Washington Employment Security Department Number	760832005
	4	Contractor's Washington Excise Tax Registration Number	601398658
	5	Contractor's City of Spokane Business Registration Number	T12011451BUS
Certification of Compliance with Wage Payment Status			
	1	Respondent hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, Contractor is not a “willful” violator, as defined by 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.	Yes
Pricing			
	Evaluating	Quantities when used, 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 quantities may be more or less. Payment would only be made for actual services requested, performed, and accepted.	I acknowledge and agree
	Evaluating	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.	I acknowledge and agree

	Other Cost	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.	Cold Weather Protection 400.00 extra charge
	Other Cost	OTHE COST: If more space was needed for Other Cost that could incurred, upload here.	Cold Weather Protection.docx
	Other Cost	Bidder acknowledges above pricing includes ALL expenses that could be incurred per an individual-service-call-project. No other costs will be allowed if not listed above.	I acknowledge and agree
	Pricing	Unit pricing, once accepted by the City, shall be firm for the following calendar year. On the contract anniversary of each year, the Contractor may propose adjusted pricing for the following calendar year, subject to City negotiation and acceptance. The City reserves the right to request applicable justification to support the proposed rates. In the event the City and the Contractor are unable to reach mutually acceptable rates, the City reserves the right to terminate the contract for the next calendar year(s) and to re-compete the business. In the event of termination under these circumstances, the Contractor remains obligated to complete Work requested before the end of the current calendar year.	Agreed
	Pricing	Work must be invoiced at the rates applicable to the calendar year in which it was requested.	Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Schedule A (City Prepared Sites)								
	1	Minimum Location Fee	Base	Each	1.00	$725.00	$725.00	
	2	Cement Concrete Curb	Base	Linear Foot	1.00	$72.50	$72.50	
	3	Cement Concrete Sidewalk	Base	Square Yard	1.00	$145.00	$145.00	
	4	Cement Concrete Driveway	Base	Square Yard	1.00	$155.00	$155.00	

	5	Cement ADA Curb Ramp	Base	Square Yard	1.00	$150.00	$150.00
	6	Exposed Aggregate Concrete	Base	Square Yard	1.00	$130.00	$130.00
	7	Emergency Service (completed within 24 hours)	Base	Each	1.00	$400.00	$400.00
Schedule B (Contractor Prepared Sites)							
	1	Minimum Location Fee	Base	Each	1.00	$725.00	$725.00
	2	Remove Current Concrete or Asphalt Sidewalk or Driveway	Base	Square Yard	1.00	$25.00	$25.00
	3	Remove Existing Curb or Asphalt	Base	Square Yard	1.00	$25.00	$25.00
	4	Cement Concrete Curb	Base	Linear Foot	1.00	$72.50	$72.50
	5	Cement Concrete Sidewalk	Base	Square Yard	1.00	$145.00	$145.00
	6	Cement Concrete Driveway	Base	Square Yard	1.00	$155.00	$155.00
	7	Cement ADA Curb Ramp	Base	Square Yard	1.00	$150.00	$150.00
	8	Exposed Aggregate Concrete	Base	Square Yard	1.00	$130.00	$130.00
	9	Emergency Service (Completed within 24 hours)	Base	Each	1.00	$400.00	$400.00
Total Base Bid	$3,605.00						

SUBCONTRACTOR LIST

PROJECT NAME: Utility Concrete Repair Service

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER Interstate Concrete

TYPE OF WORK/BID ITEM Supplier only

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. INTERCC137RU

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Utility concrete Repair Services

Other cost would be cold weather protection if needed. Cold weather protection would add an additional 400.00 per site.

License Information:

New search Back to results

Entity name: BACON CONCRETE, INC.

Business name: BACON CONCRETE, INC.

Entity type: Profit Corporation

UBI #: 601-398-658

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16510 N BRANNON LN
SPOKANE WA 99208-8750

Mailing address: 16510 N BRANNON LN
SPOKANE WA 99208-8750

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
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Nov-04-2011
Spokane General Business - Non-Resident	T12011451BL			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-13-2005

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/4/2025 10:18:26 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): 11/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED RESERVE INSURANCE COMPANY — 16024
INSURED BACON CONCRETE INC 16510 N BRANNON LN SPOKANE, WA 99208-8750	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 154** **REVISION NUMBER: 0**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9803980	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS OWNLY [ ] NON-OWNED AUTOS ONLY	N	N	9803980	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9803982	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	~~WORKERS COMPENSATION AND EMPLOYERS' LIABILITY~~ Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9803980	12/31/2024	12/31/2025	[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
CITY OF SPOKANE 154 0 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333	**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 Nicholas R. Zoeven

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured 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 "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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. ″Bodily injury″ or ″property damage″ occurring after:

a. 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

b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ITB 6346-25 Utility Concrete Repair Services							
Reference Number	**Description**	**UOM**	**Quantity**	**Bacon Concrete, Inc.**	**Five Star Concrete, Inc**	**Wm. Winkler Company**	**Dundee Concrete & Landscaping**
Schedule A (City Prepared Sites)							
1	Minimum Location Fee	Each	1	$725.00	$2,500.00	$750.00	$3,200.00
2	Cement Concrete Curb	Linear Foot	1	$72.50	$48.00	$125.00	$120.00
3	Cement Concrete Sidewalk	Square Yard	1	$145.00	$81.00	$100.00	$280.00
4	Cement Concrete Driveway	Square Yard	1	$155.00	$94.50	$115.00	$250.00
5	Cement ADA Curb Ramp	Square Yard	1	$150.00	$108.00	$205.00	$300.00
6	Exposed Aggregate Concrete	Square Yard	1	$130.00	$108.00	$165.00	$370.00
7	Emergency Service (completed within 24 hours)	Each	1	$400.00	$1,500.00	$3,175.00	$1,500.00
				$1,777.50	$4,439.50	$4,635.00	$6,020.00
Schedule B (Contractor Prepared Sites)							
1	Minimum Location Fee	Each	1	$725.00	$2,500.00	$1,675.00	$4,800.00
2	Remove Current Concrete or Asphalt Sidewalk or Driveway	Square Yard	1	$25.00	$45.00	$65.00	$125.00
3	Remove Existing Curb or Asphalt	Square Yard	1	$25.00	$45.00	$65.00	$125.00
4	Cement Concrete Curb	Linear Foot	1	$72.50	$48.00	$178.00	$145.00

5	Cement Concrete Sidewalk	Square Yard	1	$145.00	$81.00	$115.00	$340.00
6	Cement Concrete Driveway	Square Yard	1	$155.00	$94.50	$130.00	$320.00
7	Cement ADA Curb Ramp	Square Yard	1	$150.00	$108.00	$310.00	$330.00
8	Exposed Aggregate Concrete	Square Yard	1	$130.00	$108.00	$170.00	$400.00
9	Emergency Service (Completed within 24 hours)	Each	1	$400.00	$1,500.00	$4,750.00	$1,500.00
				$1,827.50	$4,529.50	$7,458.00	$8,085.00
Total Extended				$3,605.00	$8,969.00	$12,093.00	$14,105.00

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/15/2025
Clerk's File #	OPR 2024-0436
Cross Ref #	RES 2023-0096
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL
Contact Name/Phone	NATE SULYA 509.625.6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	4250 – AMENDMENT TO UTILITY PIPE REHABILITATION PROGRAM

Agenda Wording

Amending the contract with SNAP for administration of the Water Sewer Rehab program.

Summary (Background)

This program, previously named the Water and Sewer Rehabilitation Program Administration, will now be called Utility Pipe Rehabilitation Program for this and any future amendments. Council approved the Utility Repair program in November 2023. The program provides low interest loans to qualifying ratepayers with utility related issues (e.g., broken side sewer). Staff intended to return one year later with program revisions. Based on the experience of the first year, staff recommends 3 revisions to the program and amendment to the contract with SNAP. 1.Increase eligibility for the program. The program currently limits eligibility to 80% AMI. We recommend using 150% AMI which reflects more closely the need in the community. 2.Increase eligibility for low AMI and provide for options for repayment. Currently less than 50% AMI can defer payment until sale of the property. We recommend increasing the limit to 80% AMI and allowing optional repayment at 0% interest. 3.Change the contract renewal with SNAP to 12/31/2026 to align with the City's fiscal year. The current contract expires on 5/28/2025, which is in the middle of the construction season.

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

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,500,000
Current Year Cost	$ 750,000
Subsequent Year(s) Cost	$ 500,000/year

Narrative

Amount		Budget Account
Expense	$ 375,000	# 4250-30210-38141-54201-99999
Expense	$ 375,000	# 4100-30210-34141-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes – funding comes from collected utility rates.

Expense Occurrence	Recurring

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

Repaid loan funds will be used to fund future years of the program.

Approvals		Additional Approvals	
Dept Head	DAVIS, MARCIA		
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Julie Honekamp, honekamp@snapwa.org	icmworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	nsulya@spokanecity.org
eraea@spokancity.org	

City Clerk's No. OPR 2024-0436

City of Spokane

CONTRACT AMENDMENT RENEWAL 1 of 4

Title: **WATER AND SEWER REHABILITATION PROGRAM ADMINISTRATION**

This Contract Amendment and Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE NEIGHBORHOOD ACTION PARTNERS (SNAP)**, whose address is 3102 West Whistalks Way, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the administration of the Water and Sewer Rehabilitation Program, and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals; and

WHEREAS, a change to the first renewal period and revisions to the Scope of Work have been requested, thus, the original Contract needs to be formally amended by this written document.

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 18, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment and Renewal shall become effective on May 26, 2025 and shall end December 31, 2026.

3. AMENDMENT.
The original Contract is hereby amended as follows:

A. The Parties would like to streamline the renewals periods under this Contract. The first renewal period is from May 26, 2025 to December 31, 2026. All remaining renewal periods shall begin January 1 and end on December 31.
B. The Scope of Work has been revised and is attached hereto.

4. COMPENSATION.
The City shall pay an estimated amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (**$750,000.00**), plus applicable sales tax, for everything furnished and done under this first Contract Renewal. This is the maximum amount to be paid under this Amendment and 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 Amendment and Renewal document.

5. **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 Amendment and Renewal by having legally-binding representatives affix their signatures below.

SPOKANE NEIGHBORHOOD ACTION PARTNERS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B – Contractor's Revised Scope of Work

25-068

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

Attachment B

Utility Pipe Rehabilitation Program~~Water and Sewer Rehabilitation Program~~

1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than a~~n~~ low-income property owner can afford, and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these non-publicly maintained utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs. The Washington State Constitution (Article 8 Sec. 10) allows for municipal corporations engaged in the sale or distribution of water, energy, stormwater, or sewer services to provide financial assistance to those who utilize those services for the conservation or more efficient use of water, energy, or stormwater or sewer services.

2. Current Policy

The City has no maintenance or repair obligations for residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

3. Reasons to Connect to the Public System

3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage

disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, and the Spokane River, which endangers the public and environment. The Spokane-Valley Rathdrum-Prairie Sole Source Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. Converting septic systems and repairing or replacing the other systems located within the City's service area will help alleviate a possible source of contamination to the drinking water and health hazards that may exist.

3.3 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

3.4 Benefits City of Spokane

~~Property owners served by non-municipal utilities~~Rate payers and customers currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations. Additionally, rehabilitating aging or broken infrastructure has a conservation benefit ~~to the City~~, leading to more efficient and reliable utility systems which is beneficial to ~~ball~~ the city ~~residents.~~and its utility customers and rate payers.

4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoriums.

Financial assistance programs are financed by the jurisdiction in several ways:

- Costs are paid in part or full either for construction or deferring payment.
- Low-interest loans or grants.
- Costs are reimbursed through utility bills.
- Special programs provide financial assistance for low-income property owners.

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Example programs:

Jurisdiction	Program	Details
Clark Regional Wastewater District (Clark County, WA)	SEP	Cost to connect to sewer 30% deferred if connected within one year; Loan for all new connections: 60 (prime +1.5%) or 120 (prime +3.0%) monthly installments.
Columbus, OH	STEP Loan Program	No-interest loans to cover the two potential costs to the homeowner. The first: the city will defer payment on fees (capacity and frontage) that are normally due at the time of connection; the second: private plumbing costs up to $10,000. Must hire a licensed sewer contractor.
Fort Wayne, IN	SEP	Connection fee waived; City contributes $3,200 toward the cost to a contractor; Income-based assistance: the city reduces the assessment on the property.
Martin County, FL	Connect to Protect	Depends on the type of system (Grinder or Vacuum). Grinder – new connection pays $10,000; reduced to $8,000 if the homeowner connects within 365 days of the new force main being available. Vacuum – The owner pays a special assessment on the annual property tax bill amortized over 20 years. Local non-profit lending organization helps reduce loan costs by up to $1,000.
Tacoma, WA	Septic Amnesty Program	50% reduction in sewer fee up to $10,000 – property owner must connect within 2 years of sewer becoming available.
	Sewer Conservation Loan Program	Low-interest loan program for repair or replacement of existing (not new) side sewers up to 90%. 2% below prime (min. 4%); $1k to $10k. Secured by property lien.
Helena, MT	Service Line Replacement Loan Program	0% interest up to $15k for SF residential repair or replacement. Term up to 10 years. Water or sewer service lines within 2 ft. of the foundation. (Low income can pay off with the sale or transfer of property). No early payoff penalty. Example Resolution available.
Seattle, WA	Home Repair Loan Program	Low Income; 0% interest. Start at $3k and a low-income deferred loan.

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Pierce County, WA	Residential Side Sewer Conservation Loan Program	Loans may be made for up to 90% of the estimated project cost. The maximum loan amount is $10,000. The current interest rate on this loan is 2.42%. Loans must be secured by a lien on the project property. Loan repayments are made monthly and are not part of the regular sewer bill.
Philadelphia, PA	Homeowner Emergency Loan Program	0% interest, installment payment loan for the water service line, water supply line, curb trap, main drain and/or sewer lateral, also basement backup prevention program. For emergency or lead service. Repayment added to water bill for 60 months. 0% interest for good standing on payments years. 5% penalty and missed payment penalty.

5. City of Spokane's Proposed Program

To assist property owners who need to replace residential utilities, the City of Spokane is proposing a five ~~(5)~~ year program that will provide financial assistance to property owners ~~r~~who are City utility customers residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than $5,000 to greater than $35,000. This is a new program for the City of Spokane and as such the number of property owners and the associated costs are undetermined. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is expected to be a five ~~(5)~~ year project, subject to available funding, but may be terminated at any time.

The proposed program contains these elements:

Program Management: This program is recommended to be managed by a qualified third~~-~~party administrator.

Program Evaluation: The program will be reviewed and evaluated on an annual basis. The review will evaluate the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria, as determined. This evaluation will be compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program will be to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is recommended. Loan payments will return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Objective eligibility criteria will be established and administered through an Administrative Policy. Property owner must be connected to City municipal water, sewer and/or storm utility. ~~C~~Criteria elements may include, without limitation, the requirement of the property owner to

sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted up to ~~,~~$500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

Low-interest loans

Property owners may apply for a low-interest loan from this program with an interest rate of 3% with a repayment term of up to 120 months. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment by the property owner. A property owner must enter into a written agreement and agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of, but separate from, the monthly utility bill.

Income Based Assistance

Property owners who reside in their homes and ~~whose income and resources are below 50% of the AMI may be eligible for a payment deferral upon the future sale of the property after the project is completed~~who are at or below the U.S. Department of Housing and Urban Development income threshold for "low income" (80%AMI) are eligible to receive a loan with zero percent interest and/or elect to defer repayment of the loan until a future sale of the property.

Commented [NS1]: HUD AMI calcs: Income Limits | HUD USER. Their methodology is explained therein.

5.2 Eligibility Criteria

A set of criteria will be needed to determine if the project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria should be in accordance with public health concerns, public health and environmental protection, ~~and~~ the location of property to available city infrastructure, project complexity, and financial need.~~.~~

Qualifications

The program will be available for property owners who own and live in the home, with an Area Median Income (AMI) of ~~80~~150**%** or less~~.~~ And receive City utility services~~.~~ ***Additionally, the property must be within the City of Spokane wastewater service area for a sewer related project and within the water service area for a water related project.***

Property

The project must be currently connected to the City of Spokane's water or sewer systems, or in the case of septic systems, be within the City's sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

Projects

Eligible projects may include, but are not limited to:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs may include, but are not limited to:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes
- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs may include, but are not limited to:

- Property enhancements or renovations unless required by Spokane Municipal Code (e.g., required to connect to newly available sewer)
- ~~New service connections~~Connections for homes in new development(s)
- New sidewalk outside of the construction area

5.3 Process

The proposed process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a city system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.
3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.

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7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept.
10. Lien recorded by Legal/Administrator.
11. Loan repayment begins through utility bill.

5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In additional, the flyer will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

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Issue Date 5/23/2024 **Cert #:0000025209**

NON PROFIT INSURANCE PROGRAM

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	**GENERAL LIABILITY** **NPIP / Munich Re. et al.** **AUTOMOBILE LIABILITY** **NPIP / Munich Re. et al.** **PROPERTY** **NPIP / Munich Re. et al.** **MISCELLANEOUS PROFESSIONAL LIABILITY** **NPIP / Munich Re. et al.**
COVERED PARTY	
Spokane Neighborhood Action Partners 3102 West Whistalks Wy Spokane, WA 99224	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242533675	6/1/2024	6/1/2025	PER OCCURRENCE	$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	$5,000,000
				PERSONAL & ADV. INJURY	$5,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242533675	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	$5,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242533675	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242533675	6/1/2024	6/1/2025	PER CLAIM	$5,000,000
(LIABILITY IS SUBJECT TO A $350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	$40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding various funding contracts with the City of Spokane. City of Spokane is named as an Additional Covered Party regarding thisfunding only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane, Human Services Division 808 W Spokane Falls Blvd Spokane, WA 99201	

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/8/2025		
Clerk's File #	OPR 2025-0321		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	RFQU 6259-24
Contact Name/Phone	CHRIS 625-4618	**Requisition #**	
Contact E-Mail	CPETERSCHMIDT@SPOKANECITY.OR		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4320 RPWRF BUILDING EXTERIOR REHAB & IMPROVEMENTS		

Agenda Wording

Consent to contract with Jacobs Engineering for the building exterior rehabilitation & improvement design services for RPWRF. Term of contract is January 1, 2025 and ends on December 31, 2026.

Summary (Background)

Request for Qualifications #6259-24 was issued for the building exterior rehabilitation and improvement design services for RPWRF to procure engineering and architectural services to design the reskinning and reroofing of the process building at RPWRF. This building is multi-story, 30,000 sq.ft., and houses vital processing equipment. The roof and cladding need repair/replacement and this contract will achieve that design.

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

PIES

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 550,000.00
Current Year Cost	$ 550,000.00
Subsequent Year(s) Cost	$

Narrative

This was planned in the CIP.

Amount		Budget Account
Expense	$ 550,000.00	# 4320.43290.94350.56501.10111
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes, CIP funds that have been planned

Expense Occurrence	N/A

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

Approvals		Additional Approvals	
Dept Head	GENNETT, RAYLENE	PURCHASING	NECHANICKY, JASON
Division Director	BULLER, DAN		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Lucas Huck, lucas.huck@jacobs.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	rpwrfaccounting@spokanecity.org
cwahl@spokanecity.org	

City Clerk's OPR 2025-0321

City of Spokane

CONSULTANT AGREEMENT

Title: REHABILITATION AND IMPROVEMENT DESIGN SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JACOBS ENGINEERING GROUP INC.**, whose corporate address is 1999 Bryan Street Suite 3500, Dallas, Texas 75201 and local address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Consultant to provide Exterior Building Rehabilitation and Improvement Design Services for the Riverside Park Water Reclamation Facility, in accordance with RFQu #6259-24; and

WHEREAS, the Consultant was selected from RFQu #6259-24.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on January 1, 2025, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

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.

Any delays in or failure of performance by the parties, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the parties, as the case may be, including but not limited to, acts of God or the public enemy; epidemic; pandemic; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the parties respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in an excerpt and revision to Section 2, Technical Proposal of the Consultant's RFQu No. 6259-24 response dated November 4, 2024, attached as Exhibit B. The Scope of Work will be further defined, and a detailed Scope of Work will be issued as an Amendment to this Agreement prior to the City issuing a Notice to Proceed (NTP).

In the event of a conflict or discrepancy in the RFQu or Exhibit B, this Agreement, supplemented by a future mutually agreed to Detailed Scope of Services, controls. The order of precedence is as follows: 1) Agreement and its associated Amendments – including future Detailed Scope of Services, (2) Exhibit B, (3) RFQu.

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($550,000.00)**, plus sales tax if applicable, 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.

5. PAYMENT.
The Consultant shall submit its applications for payment to Riverside Park Water Reclamation Facility, via email to: hbarnhart@spokanecity.org Attn: Heather Barnhart. **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. For the avoidance of doubt, in no event shall City fail to make payment on any portion of an invoice which is not in dispute. Only the disputed portion of the invoice may be held in abeyance until resolved between the parties. The parties shall diligently communicate to resolve any disputed portion of an invoice within ten (10) days of notice to Consultant. If Consultant has not received payment within sixty (60) days after it has submitted its invoice, Consultant shall provide ten (10) days written notice of intent to cease performing Services. Consultant will resume its Services when payments have been made current and Consultant's schedule has been adjusted, by amendment, for the time lost due to the suspension.

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 Agreement 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 <u>are not</u> 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.
K. **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 or 360-705-6741 to obtain a business registration. If the Consultant 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.

To the fullest extent permitted by law, 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 tangible property damage to the proportionate extent caused by the Consultant's negligence or willful misconduct under this Agreement, including reasonable 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 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, 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. Notwithstanding any provision in this Agreement, in no event shall either party be liable to the other party for any indirect damages in connection with this Agreement.

11. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense,

each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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

B. **General Liability Insurance** on an occurrence basis, with a limit of $1,000,000 each occurrence and general aggregate 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 negligent services to be provided under this Agreement; and

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a of $2M per occurrence and in the aggregate in order to meet the insurance coverages required under this contract;

C. **Automobile Liability Insuranc**e with a combined single limit, of $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 limit of $1,000,000 each claim and in the aggregate. This is to cover damages caused by the negligent 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 in coverage that would cause non-compliance with the requirements herein, 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) that meet the insurance requirements herein to the City within ten (10) days of returning the signed Agreement, providing a sample COI before agreement is scheduled for consideration on City Council agenda. The sample COI will state, “SAMPLE” on document. The certificate shall specify the City of Spokane as “Additional Insured” on the General Liability and Automobile Liability insurance policies specifically for Consultant’s services under this Agreement, and include the required 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 for their insurance policies.

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. City's audit rights shall not apply to any examination of Consultant's fixed rates or percentage multipliers.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant not a fiduciary. 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 subconsultants 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's Project Manager, Project Principal, and Quality Manager are considered essential to the Work. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons 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. Consultant reserves the right to make any internal corporate assignments to allow Services to be performed by utilizing an affiliate, subsidiary or related company of Consultant that is appropriately licensed to perform the Services.

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, principal, or owner) 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, services/deliverables 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 practicing under similar circumstances, in the same location services are performed. The Final Work Product is defined as a stamped, signed work product. Following completion of Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standard and the same is reported to Consultant by City in writing promptly after recognition thereof, Consultant shall, without additional compensation, correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services as soon as reasonably possible after receipt of such report from City. Consultant's guaranties shall not apply when the defect is due to: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by others. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the Services, City shall be restricted to the remedies expressly set forth in this Section, whether asserted on the basis of contract, tort (including negligence) or otherwise. 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. Pre-Existing Materials. During the course of performing its services Consultant may provide or otherwise make available to City its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed or licensed from third parties independent of the services and prior to the Effective Date ("Pre-Existing Jacobs Material"). Consultant shall retain all right, title and interest, including intellectual property rights, in the Pre-Existing Jacobs Material. Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Jacobs Material solely for the purpose of City's project.

B. 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.

C. 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.

D. 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. City shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the design documents without written verification, completion, or adaptation by Consultant;

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 in compliance with the standard of care, 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.

F. If the City terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience

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 Services, 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 to 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, and similar. New Work must be mutually agreed and issued by the City through written Amendment. New Work performed before an authorizing Amendment may not be eligible for payment. For the avoidance of doubt, Consultant shall not begin performing any Services until documented by an executed authorizing Amendment.

Further, the process for such change management shall be as follows. City may, at any time, request changes in the scope of Services for the project. In the event City notifies Consultant of its desire to make a change in the Scope of Services, or the time of performance, Consultant shall, within ten (10) days after receiving such written notice, give City notification of any potential change in the time of performance or cost of performance for the project. Equitable adjustments to time of performance or cost of performance resulting from Scope of Services changes shall be negotiated and upon mutual agreement by the parties, the Agreement shall be modified by a written instrument, signed by both parties, to reflect the changes in such Scope of Services, time of performance and cost of performance. For the avoidance of doubt, if City elects to changes the Scope of Services, Consultant may not begin performing such extra services until such time as a written instrument has been signed by both parties.

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. Each party waives its right to jury trial.
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. 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 this Agreement 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.
K. 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.
L. No personal liability: No officer, agent or authorized employee of either party 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.
M. Notices. All notices to be given under this Agreement shall be (i) in writing, (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, (iii) addressed to the party to whom such notice or communication is directed, and at the addresses set forth in the first paragraph. Either party may, by written notice to the other, change the representative or the address to which such notices are to be sent.

    Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day

after such notice or communication is sent by overnight courier.

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.

JACOBS ENGINEERING GROUP INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated November 4, 2024

24-253d

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) _____ Title of Certifying Official (Type or Print)	_____ Signature _____ Date (Type or Print)

EXHIBIT B

02 | Technical Proposal

A. Project Understanding and Approach

Project Understanding

The Process Building plays a unique role at the RPWRF. Not only is it critical in the treatment of wastewater by housing solids drying equipment, but it is also one of the first touchpoints that the public has with the plant, which is in a highly visible location along Aubrey L. White Parkway.

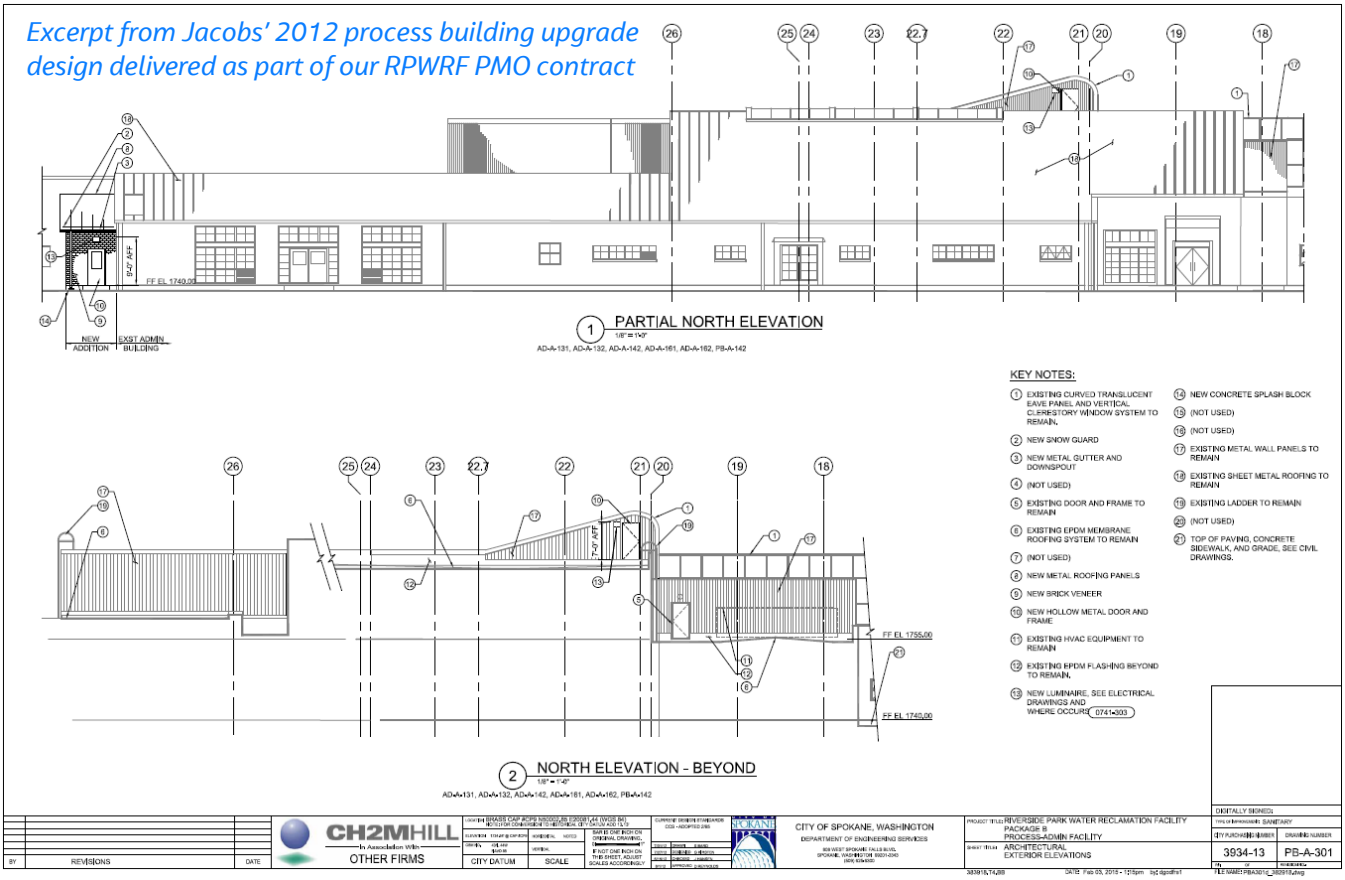
View of the Process Building from Aubrey L. White Parkway, Looking West

Located in the northwest corner of the RPWRF, the process building contains polymer makedown that is used to thicken the sludge, belt filter presses, and gravity belt thickeners that dry solids from the treatment process, along with solids loadout. The building, which was most recently updated in the 1970s, needs reroofing, reskinning, and updating of the exterior to match the aesthetics of the rest of the RPWRF as documented in the 2006 Aesthetic Master Plan (developed by Jacobs as CH2M).

These improvements will help ensure that treatment equipment is protected from the elements and improve the aesthetics of the facility to the public. Given the important role that the Process Building plays in the overall treatment process, **all the equipment located in the building needs to remain operational** during the construction of the improvements.

As part of the RPWRF Program Management Office (PMO) contract, we prepared a design for upgrading the Process Building in 2012 (see excerpt on the next page), which included reroofing, reskinning, and updating the exterior of the building. Our team's architectural lead Geoff Kirsten led the architectural design, which was finalized, but not advanced into construction because of other higher-priority process-related improvements that were needed at the RPWRF.

Excerpt from Jacobs' 2012 process building upgrade design delivered as part of our RPWRF PMO contract



Approach and Methodology

Our overall approach relies on three key elements:

1. Use the 2012 finalized design as the starting point to avoid reinventing the wheel. Much has changed in the world since 2012, and the prior design would need to be reviewed and updated for changed site conditions, new regulations, new innovations and approach, current needs of operations staff, and other changes that have occurred.
2. Ensure safe and successful facility operations during construction. Our team has an in-depth knowledge of the RPWRF through our 30 years of experience working on the facility with City staff, which gives us a strong understanding of how the construction of the improvements could impact operations. One of the keys to successful operations during construction is to write solid construction constraints and sequencing specifications, which will make it clear to the contractor what equipment needs to be protected and remain in operation, what can be moved, when things must happen in a specific order, and what construction needs to happen during dry weather. Jacobs navigated similar issues during the re-skinning and re-roofing of the headworks building at RPWRF.
3. Design for efficiency and cost-savings. Many of our team members, such as Project Manager Kristen Griebel, Principal-in-Charge Craig Massie, Quality Manager Greta Gilman, Architecture Lead Geoff Kirsten, Structural Lead Sterling Rose, and Visualization Lead Stuart Wagoner, have spent many years working on projects in the RPWRF, which means they understand City preferences, protocols, and how to deliver projects at this facility.

Our approach includes the following top-level tasks, which are described in greater detail in Section B:

1. **Project initiation and kick-off**, which will confirm the purpose and objectives of this project and will include the kick-off meeting and walk-through of the Process Building with the team. This step also includes confirming the guidelines in the Aesthetic Master Plan and how they will apply to the Process Building.
2. **Prepare the Basis of Design Report** (BODR), which establishes what our team is setting out to design, gives City staff an opportunity for early input on what they like and what they don't like, involves developing draft renderings of the updated Process Building for City input, and will include the list of permits (for example, building permit and electrical trade permit) that will be needed for the project and a timeline for how they will be obtained.
3. **30/60/90/final design phases**, which will include reviews by the City at each milestone, supported by workshops to help expedite resolution of comments and issues.
4. ~~**Bidding support**, which involves supporting the City with addressing questions from contractors and issuing addenda as needed.~~
5. ~~**Services during construction** (SDC), which involves responding to contractor requests for information (RFIs) and other construction phase support.~~

B. Work Plan

Our work plan is presented in the table below, and is designed to leverage prior work, ensure safe and continuous operations of the RPWRF, and reduce cost. Scope items from the City's RFQu are in **bold**.

Task 1 – Project Initiation, Kick-Off, and Project Management	
Outcomes	• Confirmation of project outcomes and goals • Understanding of roles and responsibilities • On-schedule and on-budget delivery of the project
Deliverables	• Kick-off meeting PowerPoint presentation and meeting summary • Monthly invoice packages • Project Management Plan (PMP) • Issues / Decisions Log • Project schedule and regular updates
Project Manager	Kristen will: • **Coordination and facilitate the kick-off meeting** • **Coordinate the walking tour** • Prepare the PMP • Prepare and manage project schedule • Develop and update issues / decisions log • Review monthly invoice package (prepared by Project Accountant) • Facilitate regular internal and City coordination meetings
Project Principal	Craig will review and provide input on the PMP
Quality Manager	Greta will review and provide input on the PMP
Design Manager	Scott will: • **Participate in the kick-off meeting and walking tour** • Review and provide input on the PMP
Discipline Leads	Discipline leads Sterling, Ryan, John, Geoff, and Stuart will: • **Participate in the kick-off meeting and walking tour** (except for visualization lead) • Review and provide input on the PMP

Unless otherwise agreed to as part of the Detailed Scope agreement, bidding support and SDC services to be negotiated at a later date as a Supplement to this Agreement

Task 2 – Basic of Design Report (BODR)	
Outcomes	Confirms what the team is setting out to design and confirms City buy-in on design
Deliverables	Draft and final BODR report
Project Manager	Kristen will lead and coordinate the preparation of the BODR
Project Principal	Craig will engage on an as-needed basis to resolve issues
Quality Manager	Greta will lead and oversee the QA/QC process for the BODR
Design Manager	Scott will: • Compile historical plans and documents and distribute them to the appropriate team members for review • Support the development of content of the BODR, assisting discipline leads
Discipline Leads	Discipline leads will: • **Review historical plans for the building, structure, affected utilities, and operational services** • Develop content for the BODR for their respective disciplines • **Identify needed permits related to their respective disciplines and developing a timeline for obtaining the permits** • **Stuart will prepare artist renderings of the proposed roofing and siding plan options, in close coordination with Architectural Lead Geoff Kirsten**
Task 3 – 30/60/90/Final Design	
Outcomes	Increasingly detailed designs with City staff input incorporated at each milestone
Deliverables	30, 60, 90, and final design plans and specifications
Project Manager	Kristen will: • Oversee design development • Primary point of contact with the City • Manage scope, schedule, and budget • Issues and change management • Facilitate milestone reviews with the City • **Plan construction phasing to allow for continuous plant operation of facilities within the Process Building during the rehabilitation work** • **Coordinate with the City during design address conflicts with utilities**
Project Principal	Craig will: • Conduct periodic check-ins with the City to gather feedback • Engage with the team as needed to resolve issues • Ensure consistent staffing of the consultant team
Quality Manager	Greta will lead and implement the QA/QC process, including continuous reviews and milestone reviews
Design Manager	Scott will: • Coordinate design work of the various disciplines, ensuring a cohesive and consistent design • **Assemble design packages at milestones** • **Apply for and obtain permits as applicable**
Discipline Leads	**Discipline leads will:** • **Lead the design of their respective disciplines** • **John (Civil and Utilities Lead) will identify and design for impacts to water, sewer, gas, stormwater and other onsite utilities** • **Ryan (Electrical Lead) will identify and design for impacts to electrical utilities**

Task 4 – Bidding Support	
Outcomes	Awarded construction contract
Deliverables	• Contractor question responses • Bid addendums • Review of contractor bids against contract requirements
Project Manager	Kristen will: • Oversee bidding support • Primary point of contact with the City • Manage scope, schedule, and budget • Issues and change management • **Review contractor bids against contract requirements**
Project Principal	Craig will: • Conduct periodic check-ins with the City to gather feedback • Engage with the team as needed to resolve issues • Ensure consistent staffing of the consultant team
Quality Manager	Greta will lead and implement the QA/QC process
Design Manager	Scott will: • Triage, delegate, and ensure completion of support requests during the bidding process • **Monitor to see that permit terms are being met**
Discipline Leads	**Discipline leads will provide responses to contractor questions and prepare bid addendums**
Task 5 – Service During Construction	
Outcomes	Constructed upgrades to the Process Building
Deliverables	Responses to RFIs
Project Manager	Kristen will: • Oversee support • Primary point of contact with the City • Manage scope, schedule, and budget • Issues and change management • **Coordinate closely with RPWRF staff on impacts and needed modifications for materials storage area, contractor work area, and plant operational impacts**
Project Principal	Craig will: • Conduct periodic check-ins with the City to gather feedback • Engage with the team as needed to resolve issues • Ensure consistent staffing of the consultant team
Quality Manager	Greta will lead and implement the QA/QC process
Design Manager	Scott will triage, delegate, and ensure responses to RFIs
Discipline Leads	**Discipline leads will provide responses to RFIs**

Unless otherwise agreed to as part of the Detailed Scope agreement, bidding support and SDC services to be negotiated at a later date as a Supplement to this Agreement

Task 0 - Develop Detailed Scope of Services
Task 0.1 - City issues Contract Amendment to include Detailed Scope
Task 0.2 - City issues NTP

Schedule

Our preliminary project schedule with completion dates for key elements is presented below.

Scope of Work Activity	Duration in Weeks	Completion Date (Assuming NTP on 1/2/2025)
Task 1 – Project Initiation and Project Management	Ongoing throughout project	1/27/2027
Task 1.1 - Kickoff meeting and site walk	Within 5 weeks of NTP	2/10/2025
Task 2 –BODR	8 weeks (+ 2 weeks for City review)	4/7/2025
Task 3 – 30/60/90/Final Design	31 weeks (+2 weeks per deliverable for client review)	12/16/2025
Task 4 – Bidding Support	6 weeks	1/27/2026
Task 5 – Service During Construction	52 weeks (as required for construction schedule)	1/27/2027

Required Involvement by City Staff

We recognize that City staff have full schedules and plenty of other projects to complete. We also recognize that the City is the long-term owner of this project and needs to have an opportunity to provide input and guidance. Our team's approach strikes a balance between these two considerations by setting up efficient spaces for City input, which includes:

- Submittals of deliverables for City review on their own time, followed by a workshop to gather additional input and confirm the approach to incorporating input.
- Regularly scheduled coordination calls with the City Project Manager to provide updates on status, address issues, and gather input.
- Informal discussion/correspondence with City staff, based on our strong relationships with City staff built through our experience working at the RPWRF for the past three decades. Some issues are most effectively resolved through a quick phone call – our team knows who to reach out to for input on various questions.

License Information:

New search Back to results

Entity name: JACOBS ENGINEERING GROUP INC.

Business name: JACOBS ENGINEERING GROUP INC.

Entity type: Profit Corporation

UBI #: 601-008-037

Business ID: 001

Location ID: 0005

Location: Active

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

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

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Spokane General Business				Active	Feb-28-2026	Oct-30-2018

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BANGE, SCOTT	
HANBICKI, EDWARD	
HSU, CHIN CHANG (MIKE)	
JOHNSON, JUSTIN	
PRAGADA, ROBERT V.	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 1:20:54 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

Check if your browser is supported

* SAMPLE *

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2025

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).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 751858396 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG	1,000,000

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

PROJECT MGR: Kristen Griebel. CONTRACT MGR: Lucas Huck. RE: Design Services, Bid Phase Support, and Construction Support Services for 30,000SF Process Building Re-skin. CONTRACT NUMBER: CDRS #392513 Contract Review. CONTRACT END DATE: 12-31-2026. SECTOR: Public. *THIS IS A SAMPLE CERTIFICATE ONLY*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

City of Spokane

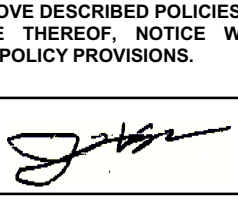
.

Spokane, WA 99201 USA

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



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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/02/2025

NAME OF INSURED: Jacobs Engineering Group Inc.

Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/9/2025		
Clerk's File #	OPR 2025-0332		
Cross Ref #			
Project #			
Submitting Dept	WASTEWATER MANAGEMENT	**Bid #**	PW ITB6337-25
Contact Name/Phone	FRED BROWN 625-6307	**Requisition #**	027461
Contact E-Mail	FBROWN@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	JBINGLE KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	4320 RPWRF CONSENT SERPENTIX BELT NORTH REPLACEMENT PROJECT		

Agenda Wording

Consent to award Serpentix Belt North Replacement Project to McClintock & Turk, Spokane, WA. The total cost before tax is $1,563,075.00 and the contract term is 4/7/2025 to be completed by 2/28/2026.

Summary (Background)

PW ITB 6337-25 was issued to procure the Serpentix Belt North Replacement project. McClintock & Turk was selected as the winning contactor. This is a planned replacement of critical plant equipment for the biosolids conveyor system.

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

PIES 4/21/2025

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,705,314.83
Current Year Cost	$ 1,705,314.83
Subsequent Year(s) Cost	$ 0

Narrative

This is a CIP planned expense that went out to BID. This is a planned replacement of critical plant equipment.

Amount		Budget Account
Expense	$ 1,705,314.83	# 4320.43290.94350.56401.10103
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

N/A

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	ARRINGTON, KYLE	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Ken Patterson ken@mcturk.net	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	rpwrfaccounting@spokanecity.org
tlester@spokanecity.org	

City Clerk's No. OPR 2025-0332

City of Spokane

PUBLIC WORKS CONTRACT

Title: **SERPENITX REPLACEMENT PROJECT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore Street, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25**.**

2. CONTRACT DOCUMENTS. The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). These contract documents are on file at the Riverside Park Water Reclamation Facility and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM. The term of this Contract begins on April 7, 2025, and ends on February 28, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. TERMINATION. Either party may terminate this Contract 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.

5. COMPENSATION/PAYMENT.

A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS ($1,705,314.83)**, including applicable sales tax, unless modified by a written

amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 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.

B. PAYMENT. The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, via email to: hbarnhart@spokanecity.org Attn: Heather Barnhart.. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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.

7. 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.

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

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

10. 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 coverage in combination with Commercial General Liability policy shall be a minimum of $2M in 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 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, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company’s indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30days The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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

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

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. 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.

16. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. ANTI-KICKBACK. 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 the Contract.

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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.

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

25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

28. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

McCLINTOCK & TURK, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	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 Regarding Debarment
Exhibit B – Response to PW ITB 6337-25
Payment Bond
Performance Bond
25-077

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

EXHIBIT B

PAYMENT BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS ($1,705,314.83)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25**.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

McCLINTOCK & TURK, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS ($1,705,314.83)**, plus sales tax if applicable , for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

McCLINTOCK & TURK, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE - Riverside Park Water Reclamation Facility

BID TABULATION

PW 6337-25 - Purchase and Delivery of the Specified Conveyor, Removal & Disposal of existing conveyor & Install	
	McClintock & Turk
Bid - New Conveyor	906,729.00
Bid Removal and Disposal of existing Conveyor	166,079.00
Bid Install of New Conveyor	490,267.00
Total project Bid	$1,563,075.00
Tax 9.1%	$142,239.83
Extended total	$1,705,314.83

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.

License Information:

New search Back to results

Entity name: MCCLINTOCK & TURK, INC.

Business name: MCCLINTOCK & TURK, INC.

Entity type: Profit Corporation

UBI #: 328-040-432

Business ID: 001

Location ID: 0001

Location: Active

Location address: 516 N SYCAMORE ST
SPOKANE WA 99202-4625

Mailing address: PO BOX 3243
SPOKANE WA 99220-3243

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 dat

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance dat
Airway Heights General Business - Non-Resident	3291			Active	Aug-31-2025	Jan-04-2019
Cheney General Business - Non-Resident	BUS2010-112			Active	Aug-31-2025	Jan-04-2019
Spokane General Business	T12009987BUS			Active	Aug-31-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident	01045			Active	Aug-31-2025	Feb-09-2004

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

Governing people	Title
WILLIAMS, DON	
WILLIAMS, RUSSELL	

The Business Lookup information is updated nightly. Search date and time: 11/20/2024 11:30:41 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?

Check if your browser is supported

MCCL&TU-01 HHAND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Brian Borden PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Brian.Borden@Alliant.com
INSURED McClintock & Turk Inc. PO Box 3243 Spokane, WA 99202	INSURER A : Charter Oak Fire Insurance Company — NAIC # 25615 INSURER B : Travelers Indemnity Company — 25658 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : St. Paul Surplus Lines Insurance Company — 30481 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CO527D3267	10/20/2024	10/20/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			8106N702188	10/20/2024	10/20/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP9J533524	10/20/2024	10/20/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		CO527D3267	10/20/2024	10/20/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Installation Floater			6603F966473	10/20/2024	10/20/2025	Limit	200,000
D	Pollution Liability			ZCC21P92428	7/10/2024	7/10/2025	Limit	2,000,000

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

Please note, this certificate cancels and replaces any previous versions that may have been issued.

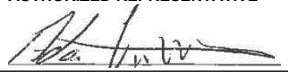
CERTIFICATE HOLDER

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

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



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To Whom it May Concern:

Attached please find the requested certificate. To comply with green standards, Alliant will no longer be mailing out hard copies of certificates. Please provide Brian Borden Brian.Borden@alliant.com with an email address to send certificates to moving forward.

Thank you.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization .

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0328		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	PW ITB 6298-25
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RE 20641
Contact E-Mail	DPAINE@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 BUILDING ADDITION AT THE WASTE TO ENERGY FACILITY		

Agenda Wording

Contract award to Capital Industrial Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility. Total cost of the project is $214,500.00, plus applicable taxes and a 10% administrative reserve.

Summary (Background)

This project is part of a five year project that the Waste to Energy Facility has been working on to upgrade the compressed air systems. It entails extending the process building to allow space for a larger air dryer with receiving tank, as well as two new transformers required to service the new equipment. This project also includes installation of the already purchased equipment as well as any needed piping and valve installation. On February 18, 2025 bidding closed on PW ITB 6298-25 for this project. Responses were received from Capital Industrial, Inc., McClintock & Turk, Inc., Knight Const & Supply, Inc. and Apex Mechanical. Capital Industrial, Inc. was the low cost bidder.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 214,500.00
Current Year Cost	$ 214,500.00
Subsequent Year(s) Cost	$ 0

Narrative

This is a capital improvement project that was planned for in the Solid Waste Disposal budget in 2025.

Amount		Budget Account
Expense	$ 214,500.00	# 4490-44900-37145-54803-19028
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Damon Burgess;	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2025-0328

City of Spokane

PUBLIC WORKS AGREEMENT

Title: **BUILDING ADDITION, EQUIPMENT AND VALVE-AND-PIPING INSTALLATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAPITAL INDUSTRIAL, INC.**, whose address is 2649 RW Johnson Boulevard, SW, Tumwater, Washington 98512, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION**, selected via PW ITB 6298-25**.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TIME OF PERFORMANCE. The time of performance of the Contract shall begin on May 1, 2025, and shall run through April 30, 2026. Project time of completion and working days in accordance with contract documents.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract by (30) 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.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($214,500.00)**, plus applicable taxes, 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 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk's File 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

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

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, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.

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

i. Acceptable supplementary Umbrella 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 sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. 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.

13. 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.

14. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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

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

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
   b. A Washington Employment Security Department number, as required in Title 50 RCW;
   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. An electrical contractor license, if required by Chapter 19.28 RCW;
   e. An elevator contractor license, if required by Chapter 70.87 RCW.

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars ($600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars ($100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status,

familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. 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.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. ANTI-KICKBACK. 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 the Contract.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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.

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be

used. This Contract shall be construed neither in favor of nor against either party.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

CAPITAL INDUSTRIAL, INC.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	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:
Payment Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($214,500.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

CAPITAL INDUSTRIAL, INC.
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **CAPITAL INDUSTRIAL, INC.,** as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($214,500.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION.** If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

CAPITAL INDUSTRIAL, INC.
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

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) Title of Certifying Official (Type or Print)	Signature Date (Type or Print)

Bid Response Summary

Bid Number	PW ITB 6298-25
Bid Title	Building Addition, Equipment Installation, and Valve-and-Piping Installation
Due Date	Monday, March 3, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Capital Industrial, Inc.
Submitted By	damon.burgess@capitalindustrial.com damon.burgess@capitalindustrial.com - Monday, March 3, 2025 12:10:39 PM [(UTC-08:00) Pacific Time (US & Canada)] damon.burgess@capitalindustrial.com
Comments	

Question Responses

Group	Reference Number	Question	Response	
PRE-BID MEETING - MANDATORY				
	MANDATORY PRE-BID MEETING	A MANDATORY pre-bid meeting will be held on Tuesday, February 4, 2025 at 10:00 am at the Spokane Solid Waste Disposal, Waste To Energy Facility, Admin Office, 2900 S. Geiger Blvd, Spokane WA 99224. Only those who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand	
	MANDATORY PRE-BID MEETING Non-Disclosure Agreement	Note: To have access to or receive copies of proprietary drawings, Bidders must present a signed copy of the City of Spokane, Non-Disclosure Agreement (NDA), pages 15 and 16, of PW ITB 6298-25 bid document. Bidders who do not bring a signed copy of NDA to present at the Mandatory Pre-Bid Conference, will be required to complete NDA prior to being granted access or receiving copies of proprietary drawings.	I acknowledge and I understand	
GENERAL INFORMATION				
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree	

	Clarification Questions and COS WTEF Responses	The following Clarification Questions were received 2-11-2025, and the COS WTEF responses were provided 2-12-2025:	Yes	
	1.	Question: Is there submittal/cut sheet information of the new Switchboard? (i.e. voltage/amps/weight/physical size/#of sections/etc., etc..) Response: Reference 3-pages titled 'ABB Drawings Pertaining to Switchboard' located in the bids "Documents" tab.	I acknowledge and agree	
	2.	Question: Is there electrical drawing(s) for the new addition showing layout of lighting/on-off controls/branch power/raceways/wire/equipment connections/etc., etc…? Response: There are no electrical lighting/controls drawings for the building expansion.	I acknowledge and agree	
	3.	Question: Is there a brand/type for the new light fixtures? Quantity required? Response: Lighting is not part of the bid.	I acknowledge and agree	
	4.	Question: Is there a Mechanical/Equipment Schedule showing raceways/wire/disconnect requirements to each? Response: All electrical to be handled by COS WTEF.	I acknowledge and agree	
	5.	Question: Is there any electrical disconnect/make safe of existing equipment and/or power circuits? Response: Any existing equipment needing to be made safe electrically will be completed by COS WTEF prior to new construction.	I acknowledge and agree	
	6.	Question: Per the Work Summary it states "COS WTEF will handle all electrical work for new equipment internally". Can you please provide more clarification to this statement? I need a better understanding of what contractor work is to be performed and what is done by owner. Response: Contractor will be responsible for mechanically setting/securing of equipment and mechanical tie in to existing air system plumbing. ALL electrical will be handled by COS WTEF.	I acknowledge and agree	

	7.	Question: Per LSB Consulting Engineers bid drawings, Sheet 2 of 14 indicates in the General Envelope Notes that the fire suppression and fire alarm will be deferred. Does this mean they are not included with this bid? In the Bid Document on page 9 under Work Summary, the second paragraph under Building Addition states that both lighting and sprinkler system are to be installed to match existing. Can this be clarified? Response: Fire suppression, fire alarm, and lighting are not included in this bid. (This text was also entered in the bid “Response Tab” under General Information – Clarification Questions and COS WTEF Responses)	I acknowledge and agree
	8.	Question regarding the exterior UREA storage tank. The removal of this tank at the pre-bid meeting was briefly discussed but no other information was stated in the SOW. Has the tank been completely emptied, flushed, and cleaned? If not, will this work have to be included in its removal cost? Are there any MSDS available for the liquid that was stored? Response: Vendor will be responsible for removing tank and placing tank at designated location at COS WTEF Facility grounds, any related costs are to be included shall be included Contractor’s firm fixed price. To ensure clear communication, COS WTEF will be responsible disposing tank. The Urea Tank was emptied in 2010. It is not known if the tank was rinsed or flushed out. The Urea MSDS, dated 06/01/2001 was posted, which is believed to have been current through 2009, when the last delivery was received. From a safety standpoint the Health, Flammability, and Reactivity are all the lowest rating of 0 (Zero). The Urea Tank Drawing reflects the empty tank weight of 8,300 lbs. NOTE: ‘lenroc 40% Urea MSDS 6-1-2001’(4-Pages)’ and ‘Urea Tank Drawing’ have been posted in the bids “Documents” tab, as of 2/14/2025.	I acknowledge and agree

	9	Question: “Question: Under the Piping Material No. 400, it states in Note 2 that the 1/2”-42” pipe shall be coated and wrapped in accordance with ANSI/AWWA C-210. Does this apply to the piping required for all piping between the new equipment (air dryer, air compressor, and air tank)? Or is there a specific section of piping which will require it to be coated and wrapped?” Response: “No it does not apply to the piping between the new equipment. There is no section of piping that requires coating and/or wrapping for the equipment installation.”	I acknowledge	and agree
	10	Question: “The P&ID drawings 1000-19-0010, Rev. A, sheets 1 & 2 shows several devices (3) PRVs, (1) PI, and (1) PT. The Scope of Work does not address these devices. Are they provided by COSWTEF or are they the responsibility of the contractor? If by the contractor, are there specific data sheets for each one of these new devices to ensure the correct one is procured?” Response: “The (3) PRVs, (1) PI, and (1) PT are all the responsibility of the contractor to procure and install (mechanically). Basic specifications are provided in the bid package, (sizing & pressure ratings), final product specifications to be determined later.”	I acknowledge	and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge	and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge	and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge	and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge	and I agree

	INVOICING	Original invoices must be submitted to mdorgan@spokanecity.org, Spokane Solid Waste Disposal within 30 days of completing project. • Invoice shall include on site contact that approved final acceptance of project.• Invoice shall reference and list OPR #2025-XXXX and Approved Intent to Pay Prevailing Wage Number. • Payment of invoice shall be contingent upon receipt of sufficient detail to support project was completed in compliance with contract conditions and accepted by the City.	I acknowledge	and agree
	PAYMENT	Payment will be made Net 30 via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge	and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge	and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge	and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months from the Notice To Proceed date, unless otherwise mutually agreed upon. The period of performance of any contract resulting from this PW Bid is tentatively scheduled to begin on or about May 1, 2025.	I acknowledge	and I agree
	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS ($0.0) per working day until the work is satisfactorily completed.	I acknowledge	and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.		

PUBLIC WORKS REQUIREMENTS				
	1.	The work under this contract constitutes a public work under state law.	I acknowledge	and agree
	2.	Payment/performance bonds will be required.	I acknowledge	and agree
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge	and agree
	3.	Statutory retainage will be required	I acknowledge	and I understand
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge	and I agree

	RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is FEBRUARY 24, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand

	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or 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. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand	
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand	
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand	
TECHNICAL REQUIREMENTS				
	SCOPE OF WORK	The Contractor will furnish all labor, materials, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required for the proper execution and completion of the work described as the Building Addition, Equipment Installation, and Valve-and-Piping Installation project	I acknowledge and I agree	
	a.	What is the delivery timeline for the materials/equipment needed for this project	6 weeks	
GENERAL REQUIREMENTS				

	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge	and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge	and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge	and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge	and agree
	GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge	and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge	and agree

INSURANCE	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I acknowledge	and agree
INSURANCE	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.	I acknowledge	and agree
INSURANCE	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company’s services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company’s General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge	and agree
INSURANCE	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	I acknowledge	and agree
INSURANCE	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.	I acknowledge	and agree
INSURANCE	E. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence and $3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.	I acknowledge	and agree

	INSURANCE	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.	I acknowledge	and agree
	INSURANCE	CERTIFICATE HOLDER. Certificate of Insurance shall state: City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201.	I acknowledge	and agree
BID				
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge	and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge	and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	CAPITI*766P8	
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	604-164-423	
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-717662-00-3	
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	604-164-423	
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	N/A	

	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	2	
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I acknowledge and I agree	
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No	
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No	
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree	
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Damon Burgess Capital Industrial 2640 R.W. Johnson BLVD. SW Tumwater WA 98512 damon.burgess@capitalindustrial.com 360-742-2211	
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Damon Burgess damon.burgess@capitalindustrial.com	
	1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Bid Proposal Spokane.pdf	
	1.1	Upload a signed, completed copy of City of Spokane, Non-Disclosure Agreement (DNA) document that was presented or completed during the onsite Mandatory Pre-Bid Conference.	Non Disclosure Spokane.pdf	

	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available via page 21of PW ITB 6298-25 bid document).	Bid Bond Spokane.pdf	
	3	Subcontractors: Download and complete the ‘Subcontractor List’ document pages 17 and 18 of PW ITB 6298-25 bid document. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request. Upload Here:	Sub Contractors List Spokanane.pdf	
	4	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	
	4.1	Please complete and upload "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" Pages 39-44 (plus) of the PW ITB 6298-25 Document. Upload Here.	Supplement Bidder Spokane.pdf	
	4.1.1	If not uploaded above, 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	
TERMS & CONDITIONS				
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree”, include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	I acknowledge and I agree	
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.		

	#3	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
ADDITIONAL INFORMATION			
	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.	
	5	If you have additional information/documents to submit, upload them here.	
	6	If you have additional information/documents to submit, upload them here.	
	7	If you have additional information/documents to submit, upload them here.	
	8	If you have additional information/documents to submit, upload them here.	
	9	If you have additional information/documents to submit, upload them here.	
	10	If you have additional information/documents to submit, upload them here.	

THESE NEXT THREE (3) PAGES MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID PROPOSAL

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

PROJECT: PW ITB #6298-25 Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.

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

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: $ 214,500.00

SALES TAX (9%) $ 19,305.00

TOTAL BASE PRICE: $ 233,805

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months from the Notice To Proceed date, unless otherwise mutually agreed upon. The period of performance of any contract resulting from this PW Bid is tentatively scheduled to begin on or about May 1, 2025.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS ($0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. CApiti * 76698
(must be in effect at time of bid submittal)

U.B.I. Number 604-164-423

Washington Employment Security Department Number 000-712662-00-3

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

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

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

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

Name of Bidder: Capital Industrial

_____
Signature of Bidder's Authorized Representative

Project Mgr
Title

2649 R.W. Johnson Blvd SW Tumwater WA 98512
Address

360-742-2211
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
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 March 3rd, 2025
date

(Seal Or Stamp)

Josh Carnell
Signature of Notary Public

My appointment expires 7/19/2026

Next Six Pages (Pages #39–44, plus as needed) Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6, else provide within 24 hours after notification

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: **Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.**	
	Project # **PW ITB #6298-25**
Part A: General Company Information	
Company Name Capital Industrial	
Address 2649 R.W. Johnson Blvd SW Tumwater WA 98512	
Contact Name and Title Damon Burgess Project Mgr	
Contact Phone 360-742-2211	Contact E-mail damon.burgess@capitalindustrial.com
Years in business as a Prime Contractor 25+	Years in business as a sub-contractor 25+
Years in business under present Name 25+	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. **List three (3) similar projects of similar type and complexity within the last five (5) years.**	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
☐ Yes ☒ No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise	

prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part I. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
☐ Yes ☒ No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
☐ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

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

☒ Yes ☐ No

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

Signature

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

Signature of Authorized Representative	Date
	3/3/25
Printed Name of Authorized Representative	Title
Damon Burgess	Project mgr

Instructions for the Supplemental Bidder Responsibility Form

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

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

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

Form Submittal:

Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email (preferable) rrinderle@spokanecity.org

with the Email Subject line: Supplemental Bidder Form for Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.

Questions: Please call 509 625 6527

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
Capital Industrial	Damon Burgess 360-742-2211

Project Name	Project Contract Number:
Harbor Freights misc metal	

Project Owner	Project Location
marco construction	Des moines wa

Project Owner Contact Name & Title	Owner's Telephone Number
Paul	412-259-4229

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
		28,021.00	42,000

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Supply and install all misc metals

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
Capital Industrial	Damon Burgess 360-742-2211

Project Name	Project Contract Number:
U.S Government	

Project Owner	Project Location
Pole Loader	Tumwater WA

Project Owner Contact Name & Title	Owner's Telephone Number
John Lee	503-302-0095

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
		900,000	

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Fabricate Design and Install loaders on Provided chassis

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
Capital Industrial	Damon Burgess 360-742-2211

Project Name	Project Contract Number:
Design and Fabricate loaders	

Project Owner	Project Location
Custom Truck	Tumwater WA

Project Owner Contact Name & Title	Owner's Telephone Number
Steve Shirk	816-410-2821

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
		850,000	850,000

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Design and fabricate Self loader and Install on chassis

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, Hunter Industrial Corporation DBA Capital Industrial as Principal, and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Building Addition, Equipment Installation, and Valve-and-Piping Installation

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on February 20, 2025

Hunter Industrial Corporation DBA Capital Industrial

AS PRINCIPAL

By: _____

Title: Project Mgr

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 7614

The Ohio Casualty Insurance Company

AS SURETY

By: Mallori Romero

Attorney in Fact
Mallori Romero

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Scal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212070-980819

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Blair; Mallori Romero; Todd Working

all of the city of Centralia state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of July, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE

SUBCONTRACTOR LIST

PROJECT NAME: PW ITB # 6298-25 **Building** Addition, Equipment Installation, and Valve-and-Piping Installation, project.

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

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

_____ *NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT*

CONTRACTOR/SUPPLIER Power City Electric

TYPE OF WORK/BID ITEM Electrical

AMOUNT _____

Washington State Contractor's Registration No. POWERCE994BA
(must be in effect at time of bid submittal)

U.B.I. Number 601-266-181

Washington Employment Security Department Number 011-494-006

Washington Excise Tax Registration Number A17638925

City of Spokane Business License Number # T1202621805

CONTRACTOR/SUPPLIER Triple C Fabricators

TYPE OF WORK/BID ITEM ~~Pipe~~ Piping & Valves

AMOUNT 60,000

Washington State Contractor's Registration No. TRIPLCF761NC
(must be in effect at time of bid submittal)

U.B.I. Number 603-426-509

Washington Employment Security Department Number 075-825-006

Washington Excise Tax Registration Number 603-426-509

City of Spokane Business License Number _____

CONTRACTOR/SUPPLIER Far West

TYPE OF WORK/BID ITEM Supply material

AMOUNT 30,000

Washington State Contractor's Registration No. Farwest Steel Corp
(must be in effect at time of bid submittal)

U.B.I. Number 600-850-801

Washington Employment Security Department Number 662,765-01

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

Washington State Contractor's Registration No. _____
(must be in effect at time of bid submittal)

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business License Number _____

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* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
N/A	

MINORITY BUSINESS SUBCONTRACTING GOAL $_____ MBE TOTAL $_____

WOMEN'S BUSINESS SUBCONTRACTING GOAL $_____ WBE TOTAL $_____

COMBINATION GOAL: $_____ MBE/WBE TOTAL $_____

*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.

THESE NEXT TWO (2) PAGES MUST BE COMPLETED AND PROVIDED AT THE ONISTE MANDATORY PRE-BID CONFERENCE. BIDDER MUST ALSO UPLOAD A SIGNED COPY OF NDA INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

ITB #: 6298-25

City of Spokane

NON-DISCLOSURE AGREEMENT

Title: Building Addition, Equipment Installation, and Valve-and-Piping Installation Project]

This unilateral Non-Disclosure Agreement ('NDA") is between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City" or "Disclosing Party")) and

Capital Industrial ("Bidder" or Receiving Party")

whose address is 2649 R.W. Johnson Blvd SW Tumwater WA 98512.

WHEREAS, City as Disclosing Party has possession and control over certain confidential and potentially proprietary and sensitive information that it wants to make available to Bidders for the purpose of facilitating interested Bidders generation of bids responsive to City's Invitation for Bid (ITB) : 6298-25 Building Addition, Equipment Installation, and Valve-and-Piping Installation.

WHEREAS, Bidder as Receiving Party wishes to review, examine, inspect, or obtain the confidential information only for the above-described purpose, and to otherwise maintain the confidentiality of that information pursuant to this Agreement.

The Parties therefore agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" subject to this Non-Disclosure Agreement ("NDA") shall include access to and receiving copies of the following proprietary drawings:

Drawing No	Description
9829-2129-10*	BD1800P_Filters with 3VBP_Drawing*
A10665X*	Horizontal Air Receiver Drawing*
9823-3622-00*	ZR500VSD_Drawing

2. Effective Date: This NDA becomes effective upon the execution by signature of Bidder company.

3. Term. The term of this Agreement runs from the Effective Date until Bidder destroys the Confidential Information and Notifies City confirming such date of destruction. Until such destruction and notification, the terms of this NDA re-main effective.

4. Exclusions from Confidential Information. Bidder's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Bidder; (b) discovered or created by the Bidder before disclosure by City; (c) learned by Bidder through legitimate means other than from City or City's representatives; or (d) is disclosed by Bidder with City's prior written approval.

5. Obligations of Bidder as receiving party of protected information. Bidder shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Bidder in its effort to generate a responsive bid for the ITB referenced above. Bidder shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably re-quired for the purpose of Bidder formulating a responsive bid and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Bidder shall not, without the prior written approval of City, use for Bidder's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of City, any Confidential Information. Bidder shall return to City any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if City requests it in writing.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the par-ties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. Assignment. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative

9. Judicial Relief. If Bidder as Receiving Party breaches this Agreement, City may seek and all relief available for such breach in a court of law with jurisdiction over the claims. The laws of the State of Washington govern this Agreement and bidder consents to jurisdiction of the state and federal courts located in Spokane County, Washington.

BIDDING PARTY

Signature: _____

Typed or Printed Name: Damon Burgess

Date: 3/3/25

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: HUNTER INDUSTRIAL CORPORATION

Business name: CAPITAL INDUSTRIAL

Entity type: Profit Corporation

UBI #: 604-164-423

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

Mailing address: 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

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
Minor Work Permit				Active	Aug-31-2025	Sep-25-2017
Miscellaneous Vehicle Dealer	10982		View Plates	Active	Aug-31-2025	Nov-14-2017
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-17-2025
Tumwater General Business	R-014971			Active	Aug-31-2025	Oct-04-2017
Vehicle Manufacturer	10981		View Plates	Active	Aug-31-2025	Nov-14-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KINNEY, GLEN A	
KINNEY, LISA	

Page 1 of 2

Registered Trade Names

Filter

Registered trade names	Status	First issued
CAPITAL INDUSTRIAL	Active	Sep-25-2017
CAPITAL MACHINE	Active	Apr-06-2023
CAPITAL MACHINE SERVICE	Active	Apr-06-2023
CAPITAL MACHINE SERVICES	Active	Apr-06-2023
CAPITAL MACHINE WA	Active	Apr-06-2023
OLYMPIC BUILT	Active	Jul-06-2021
OLYMPIC CRANE	Active	Jul-06-2021

Registered trade names	Status	First issued
OLYMPIC EQUIPMENT	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MANUFACTURING	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MFG	Active	Jul-06-2021
OLYMPIC LOADER	Active	Jul-06-2021
OLYMPIC LOADER & CRANE	Active	Jul-06-2021
OLYMPIC LOADER MANUFACTURING	Active	Sep-25-2017
OLYMPIC MANUFACTURING	Active	Jul-06-2021
OLYMPIC NORTHWEST	Active	Jul-06-2021

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 11:47:44 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2022-0440		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 5634-22
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	VB 301362
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF ANHYDROUS		

Agenda Wording

Two year value blanket renewal with Airgas Specialty Products, Inc. (Lawrenceville, GA) for the purchase of anhydrous ammonia for use at the Waste to Energy Facility from 7/1/2025-6/30/2027 and a cost not to exceed $1,200,000.00, plus tax, annually. ($2.4M for the two year term).

Summary (Background)

Anhydrous ammonia is used for emissions control at the Waste to Energy Facility. It is required to maintain the facility's compliance with the Air Operating permit emission limits. On May 2, 2022, bids for ITB 5634-22 for the purchase of anhydrous ammonia were received and Airgas Specialty Products, Inc. was the only respondent. A resulting three year value blanket was awarded with the option of a two year renewal. This will be the final two-year renewal.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 2,400,000.00
Current Year Cost	$ 1,200,000.00
Subsequent Year(s) Cost	$ 1,200,000.00

Narrative

This is a routine chemical supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 2,400,000.00	# 4490-44100-37148-53203
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

CITY OF SPOKANE	Airgas Specialty Products, Inc	
	VB-301362-000	VB-301362-001
	3-Year Base Period 7/1/2022 To 6/30/2023	**Two-Year Option Period Valid from 7/1/25 To 6/30/27**
***Value Blanket Spec'd Anhydrous Ammonia per Airgas Specialty Products Acknowledged Response to ITB 5634-22.**	Initial Value Blanket Pricing was $1.10 per delivered pound. Unit Price Does	**As acknowledged in ITB 5634-22 bid response, Approved Price Adjustments shall remain unchanged for at least 12 months unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Pricing adjustments must be agreed upon by both parties. Backup documentation, such as the Producer Price Index (PPI), or other government data, can be used to help substantiate the Vendor's request. Price increases must apply to all or broad classes of customers and shall in no way single out the City of Spokane. A price increase will become effective after it has been approved by the City of Spokane. Retroactive price increase adjustments will not be considered. Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.
	Approved Price Effective 1/1/2024 to $1.2125 per delivered pound. Airgas Specialty Products, Inc Letter, Dated 11/16/2023, advising of increase date of 1/1/2024.	
ITEM	**Unit Price Per Delivered Pound. Does Not Include Tax.**	**Unit Price Per Delivered Pound**. Does Not Include Tax**
ANHYDROUS AMMONIA 82-0-0 INDUSTRIAL GRADE*	**$1.2125**	$1.2125
Phone 509.252.9712	**NAME**	ANDREW MARTINEZ
	SIGNATURE	Andrew Martinez
	DATE	04/04/2025

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 21, 2025

Profit Corporation

Unified Business ID #: 602501284
Business ID #: 001
Location: 0001
Expires: May 31, 2025

AIRGAS SPECIALTY PRODUCTS, INC.
427 S E ST
TOPPENISH WA 98948-1765

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

TOPPENISH GENERAL BUSINESS (EXPIRES 05/31/2026) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602501284 001 0001

Expires: May 31, 2025

FOLD HERE

AIRGAS SPECIALTY PRODUCTS, INC.
427 S E ST
TOPPENISH WA 98948-1765

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
TOPPENISH GENERAL BUSINESS (EXPIRES 05/31/2026) - ACTIVE

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 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.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/14/2025		
Clerk's File #	OPR 2021-0301		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 5383-21
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	VB 301248
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 VALUE BLANKET RENEWAL FOR FEEDER AND GRATE PARTS		

Agenda Wording

Value blanket renewal 3 of 3 with Hitachi Zosen Inova U.S.S. LLC (Norcross, GA, for the as-needed purchase of feeder and grate parts at the Waste to Energy Facility from 7/1/25-6/30/26 and a total cost not to exceed $1,000,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On Apr. 5, 2021, bidding closed on ITB 5383-21 for the as-needed annual requirement of these parts and Hitachi Zosen was the only respondent. The initial value blanket award was for two (2) years with the option of three (3) additional one-year renewals. This will be the final renewal.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000.00
Current Year Cost	$ 1,000,000.00
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 1,000,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400 PHONE 509 625 6527	Annual Estimated Quntities	2-Year Base Period	1st Option Period	2nd Option Period	3rd Option Period
VB-301248 Feeder Grate Parts - As Needed Annual Requirement	**Annual Estimated Quantities as was stated in initial bid, ITB 5383-21. As stated in the bid, 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 will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.**	**Valid Through 6/30/2023**	**Valid 7/1/2023 Through 6/30/2024**	**Valid 7/1/2024 Through 6/30/2024**	**Valid 7/1/2025 Through 6/30/2026**
Item		Unit Price Includes Freight Cost per ITB 5383-20	Unit Price Includes Freight Cost per ITB 5383-20	Unit Price Includes Freight Cost per ITB 5383-20	Unit Price Includes Freight Cost per ITB 5383-20
1278 (01150ME164) Nut, Cap, 5/8"-11 304SS	1	$6.50	$6.50	$4.80	$5.79
1316 (01150ME161) Angle Mounting, 1" 309SS	2	$47.10	$47.10	$14.59	$16.92
1317 (01150ME160) Angle Mounting, 2" 309SS	26	$78.17	$78.17	$17.02	$19.74
1318 (01150ME163) Stud, Weld, Header Protection	1	$3.75	$3.75	$5.96	$8.49
1907 (01159ME050) Kit, Mounting, Grate Thermocouple	1	$150.00	$150.00	$182.33	$211.50
1003114 (01159ME600) Roller Assembly, Vivax	22	$728.98	$728.98	$713.50	$827.66
032C051 (01150ME148) Plate, Header Protection	18	$143.00	$168.60	$217.57	$252.39
032D307 (01159ME473) Holding Device, Roof Element (w/nubs)	28	$139.60	$139.60	$121.81	$141.31
032D403 (01159ME122) Roof Element Middle	66	$103.50	$123.75	$148.29	$172.02
032D405 (01159ME114) Roof Element LH	44	$80.00	$85.68	$102.10	$118.44
032D406 (01159ME118) Roof Element RH	70	$80.00	$85.68	$102.10	$118.44
32B0013 (01156ME146) Plate, Front Ram feeder Middle Bottom	1	$92.50	$92.50	$102.10	$118.44
32B0014 (01156ME142) Plate, Front Ram feeder Bottom	1	$121.00	$121.00	$133.71	$155.10
32B1545 (01156ME100) Plate, Discharge, Ram feeder drop-off	12	$295.00	$295.00	$325.75	$377.87
32B1560 Butting Ring, Grate Carriage Roller	6	$33.00	$33.00	$36.47	$253.80
32B1561 (01159ME238) Spacer, Grate Carriage Roller	4	$30.24	$30.24	$20.66	$23.97
32B1562 (01159ME216) Wear Plate	1	$71.50	$71.50	$79.01	$91.65
32B1563 (01159ME461) Distance Plate 7.8"	1	$12.50	$12.50	$18.59	$18.33
32B1600 Roller, Grate (Wheel Only)	6	$554.00	$554.00	$114.26	$132.54
32B1658 (01159ME212) Wear Plate	10	$126.50	$126.50	$170.17	$197.40
32B1659 (01159ME214) Wear Plate	4	$64.00	$64.00	$76.58	$88.83
32B1660 (01159ME458) Distance Plate 4.3"	1	$14.50	$14.50	$16.04	$18.61
32B1661 (01159ME460) Distance Plate 4.9"	2	$16.00	$16.00	$17.62	$20.44
32B1663 (01159ME462) Axel Guard	4	$14.50	$14.50	$18.23	$21.15
32B1664 (01159ME422) Spacer	1	$17.50	$17.50	$58.34	$67.68
32B1690 (01159ME246) Nut, Swivel, Tension Ro	122	$32.90	$32.90	$29.52	$34.24
32C0002 (01156ME102) Plate, Discharge, Ramform upper drop-off	2	$354.00	$354.00	$391.39	$454.01
32C0008 (01156ME122) Plate, Corner Cover	1	$291.50	$291.50	$322.11	$373.64
32C0009 (01156ME126) Plate, Corner Cover	1	$204.50	$204.50	$226.08	$262.26
32C0010 (01156ME136) Plate, Front Ram feeder	1	$202.50	$202.50	$223.65	$259.44
32C0011 (01156ME132) Corner Piece, Ram feed Front	1	$208.00	$208.00	$228.51	$265.08
32C1670 (01156ME110) Roof Element, LH Ram Sidewall	2	$186.00	$186.00	$205.42	$238.29
32C1671 (01156ME108) Roof Element, Ram Sidewall	4	$134.70	$134.70	$148.29	$172.02
32C1674 (01156ME112) Roof Element, RH Ram Sidewall	2	$186.00	$186.00	$205.42	$238.29
32D0011 (01156ME270) Base Plate, middle Ram	2	$551.00	$612.00	$729.30	$845.99
32D0054 (01159ME585) Thermocouple Block (w/out thermocouple)	1	$299.00	$299.00	$498.36	$578.09
32D1587 (01159ME204) Carriage Machining, LH	2	$4,834.50	$4,834.50	$6,391.10	$5,331.38
32D1594 (01159ME206) Carriage Machining, RH	4	$4,834.50	$4,834.50	$6,391.10	$5,331.38
32D1637 (01159ME210) Wedge	6	$365.43	$365.43	$369.51	$428.63
32L0012 (01156ME276) Base Plate, LH Ram	2	$1,084.60	$1,631.00	$2,332.54	$2,705.75
32R0012 (01156ME280) Base Plate, RH Ram	2	$1,084.60	$1,631.00	$2,332.54	$2,705.75
BC18192 (01159ME440) Block Holding Tube - Fixed Row	6	$594.00	$658.80	$945.66	$1,096.96
BC18202 (01159ME450) Block Holding Tube - Movable Row	16	$594.00	$658.80	$945.66	$1,096.96
BD16202 (01159ME426) Beam, Transverse	6	$1,210.00	$1,342.35	$1,599.60	$1,250.74
LU18182 (01159ME337) Tension Rod, LH	146	$90.00	$90.00	$170.46	$215.64
M032408 (01159ME105) Grate Block, Side	282	$166.00	$205.00	$244.32	$283.41
M032409 (01159ME109) Press Plate, RH	72	$233.00	$256.00	$305.09	$353.90
M032410 (01159ME107) Press Plate, LH	80	$233.00	$256.00	$305.09	$353.90
M032420 (01159ME103) Grate Block, Small (European Design)	1920	$116.00	$138.75	$165.31	$191.76
RU18182 (01159ME353) Tension Rod, RH	146	$90.00	$90.00	$170.46	$215.64
Bearing, Each, Grate Carriage Roller	2	$190.00	$190.00	$210.28	$170.58
V621753 (01159ME222) Jam Nut, Rod End M45x1.5	1	$25.14	$25.14	$21.88	$17.75
Ring Lamella, Grate Carriage Roller (3 per set)	6	$33.00	$33.00	$47.40	$54.99
Roller Bearing BMIR 35/68 x 40/45	2	$190.00	$190.00	$210.93	$243.93
Percentage Markup Above Vendor's Cost: Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide discount percentage off list, for any other additional Feeder and Grate Parts, or related items, not listed on "ITB 5383-21 Pricing Page", but may be realized are needed at a later point in time. The markup percentage would remain unchanged throughout the life of the contract and any renewals. Enter Percentage Markup Above Vendor's Cost.		20%	20%	20%	20%

Kanadevia INOVA (Formerly Hitachi)	2-yr Base Period Per Hitachi Response To ITB 5383-21	NAME	
Ms. Linette Lloyd, Parts and Service Manager Linette.Lloyd@kanadevia-inova.com		SIGNATURE	
865 777 7413		DATE	

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Jan 17, 2025

Limited Liability Company

Unified Business ID #: 604716327
Business ID #: 001
Location: 0001
Expires: Feb 28, 2026

KANADEVIA INOVA U.S.A. LLC
STE 200
10025 INVESTMENT DR
KNOXVILLE TN 37932-2667

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

KANADEVIA INOVA U.S.A. LLC

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604716327 001 0001

Expires: Feb 28, 2026

KANADEVIA INOVA U.S.A. LLC
STE 200
10025 INVESTMENT DR
KNOXVILLE TN 37932-2667

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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Director, Department of Revenue

IMPORTANT!

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General Information

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0334		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6323-25
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RE 20663
Contact E-Mail	DPAINE@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 FOR HIGH VOLTAGE TECHNICAL AND MAINTENANCE		

Agenda Wording

Three year contract award to United States Electric Corporation of Washington (Olympia, WA) for as-needed high voltage electrical maintenance and technical services at the Waste to Energy Facility from 5/1/25-5/30/2028 and a total cost not to exceed $500,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility requires electrical support services to maintain continuous operations. On March 10, 2025, bidding closed on ITB 6323-25 for the high voltage electrical technical and maintenance services needed at the facility. Responses were received from United States Electric Corp., Colvico Electric and Resa Power. United States Electric was selected as the lowest cost, responsive and responsible bidder. The resulting three (3) year contract award may be extended for one (1) one-year period, not to exceed four years.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable

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

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

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

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

Council Subcommittee Review

Not applicable

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 500,000.00
Current Year Cost	$ 166,666.66
Subsequent Year(s) Cost	$ 166,666.66

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste disposal budget.

Amount		Budget Account
Expense	$ 500,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List

Brady Malcolm, brady@uselectricorp.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

City Clerk's No. OPR 2025-0334

City of Spokane

PREVENTATIVE MAINTENANCE AGREEMENT

Title: High Voltage Electrical Technical and Maintenance Services

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRIC CORPORATION OF WASHINGTON**, whose address is 1802 Miller Avenue NE, Olympia, Washington 98506 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide High Voltage Electrical Technical and Maintenance Services; and

WHEREAS, the Contractor was selected from ITB 6323-25.

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 May 1, 2025, and ends on April 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed 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 the City's ITB 6323-25 and Contractor's Response which is attached as **Attachment C** and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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 **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)**, plus

applicable taxes, 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 Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224. All invoices should include the City Clerk's File No. "OPR #2024-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. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

6. 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.

7. PREVENTATIVE MAINTENANCE.

The following Preventative 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. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the 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 / 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.

10. 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, indemnity, 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 Consultant/Contractor/Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.
During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 Contract. It shall provide that

the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

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

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

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 for one (1) year following final acceptance. 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.

UNITED STATES ELECTRIC CORPORATION OF WASHINGTON	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title

Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment Certification
Attachment B - Certification of Compliance with Wage Payment Statutes
Attachment C – Contractor's Response to ITB 6323-25

25-063

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

ATTACHMENT B

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.*

ATTACHMENT C

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

INVITATION TO BID

ITB NUMBER: 6323-25 TITLE: High Voltage Electrical Technical And Maintenance Services Unit Price Contract – Prevailing Wages BID COORDINATOR: Rick Rinderle, City of Spokane Purchasing Department **OPTIONAL PRE-BID CONFERENCE**: An Optional pre-bid conference will be held on Wednesday, February 26, 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. **QUESTION DEADLINE**: Wednesday, March 5, 2025, at 9:00 am.	**PROPOSAL DUE DATE**: Monday, March, 10, 2025 **TIME**: 1:00 PM Pacific Local Time **Bid Submittal:** All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com **before the due date and time.**

BID SUBMITTED BY:

COMPANY United States Electric Corp of WA

MAILING ADDRESS PO Box 87

Olympia, WA 98507

PHYSICAL ADDRESS 1802 Miller Ave NE

Olympia, WA 98506

PHONE NUMBER 206-391-7360

E-MAIL ADDRESS Brady@USElectriCorp.com

Rick Rinderle

Rick Rinderle
Purchasing

Bid Response Summary

Bid Number	ITB 6323-25
Bid Title	High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages
Due Date	Monday, March 10, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	United States Electric Corp WA
Submitted By	Amy Culver - Monday, March 10, 2025 6:55:52 AM [(UTC-08:00) Pacific Time (US & Canada)] amy@uselectricorp.com 360-915-6700
Comments	

Question Responses

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE:			
	#1	An Optional pre-bid conference will be held on Wednesday, February 26, 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.	I Agree and Acknowledge
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address	United States Electric Corporation of Washington Amy Culver PO Box 87, Olympia, WA 98507 360-915-6700 Amy@USElectriCorp.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.	Brady Malcolm 206-391-7360 Brady@USElectriCorp.com
Terms & Conditions			

	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Pages 19-23 of the ITB 6323-25 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 Agree and Acknowledge
	1.2	EXCEPTION: If you took exception to above, upload here.	
	2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
Technical Group			
	#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	1 Addenda
	#2	BIDDER'S REPRESENTATION: The Bidder by making its Bid represents that it has read and understands the ITB 6323-25 bid document and attachments, located in the 'Documents' tab.	I acknowledge and agree
	#2.1	Bidder acknowledge that it has read and understand that a Cold Iron outage is normally a period of 12 days in which both boilers end up being taken off-line. During a 12-day cold iron outage it could be expected that COS WETF would require 4 workers, for 6 days, for an approximate total of 288 total man hours expected to be consisting of 160 hours straight time and 128 hours overtime.	I Agree and Acknowledge

	#3	Bidder acknowledges it has read and understands Contractor Safety and Environmental Requirements document, located in the 'Documents' tab, document.	I Agree and Acknowledge
	#4	Bidder is licensed to do business in the State of Washington and has five (5) years' experience in High Voltage Electrical Services.	I Agree and Acknowledge
	#5	Bidder can perform Technical Requirements listed in sections 10. – 10.7.1	I Agree and Acknowledge
	#6	LIQUIDATED DAMAGES. Bidder acknowledge that it has read and understand Liquidated Damages.	I Agree and Acknowledge
	#7	Bidder acknowledges it must on site at COS WTEF within 24 hours of being notified by COS WTEF of the need for emergency services.	I Agree and Acknowledge
	#8	EXCEPTIONS: If you took exceptions to any of the above explain here what you are taking exception to.	None
	#9	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	I Agree and Acknowledge
	#10	The three-year base-period of performance of any contract resulting from this ITB is tentatively scheduled to begin on or about MAY 1, 2025 and to end on APRIL 30, 2028. Contract renewal or extension shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one (1) one-year period with the total contract period not to exceed four years. Vendor's prices shall be firm throughout the first year of the contract period, May 1, 2025 through April 30, 2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.	I Agree and Acknowledge

	#11	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.	I Agree and Acknowledge
	#12	Please complete and upload Bid Pricing Pages Proposal Pages 13-17 of the ITB 6323-25 bid document located in the 'Documents' tab.	Bid Pricing Pages.pdf
	#12.1	Enter Straight Time Hourly Rate, for Temporary E&I support that could be required 20 hours per week, (more or less). Enter Here:	88.00
	#13	Please complete and upload Subcontractor List Pages 18 of the ITB 6323-25 bid document located in the 'Documents' tab.	Subcontractor List.pdf
Certification Of Compliance With Wage Payment Status			
	#1	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.	Yes
ADDITIONAL INFORMATION			
	#1	If you have additional information/documents to submit, upload them here.	Invitation to Bid Cover with Bidder Information.pdf
	#2	If you have additional information/documents to submit, upload them here.	Addendum 1 Signed.pdf

#3	If you have additional information/documents to submit, upload them here.	Notarized Affirmation & Certification.pdf
#4	If you have additional information/documents to submit, upload them here.	USEW Proof of PW Training Exemption.pdf
#5	If you have additional information/documents to submit, upload them here.	
#6	If you have additional information/documents to submit, upload them here.	
#7	If you have additional information/documents to submit, upload them here.	
#8	If you have additional information/documents to submit, upload them here.	
#9	If you have additional information/documents to submit, upload them here.	
#10	If you have additional information/documents to submit, upload them here.	

Addendum 1
2/26/2025

ITB 6323-25
High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages

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

Addendum 1 provides responses to questions that were asked during the Optional Pre-Bid Meeting conducted on 2/26/2025, and provides a copy of the sign-in sheet.

Question and Responses:

#1 Question: Why was this bid out last year and again this year? What changed?
Response: 1. Language in the last Invitation to Bid, ITB 6148-24, in the Instructions to Bidders point 7. Bid Security has been removed. The bid does not have to be accompanied by a bid bond bound to the City of Spokane. Page 7 of ITB 6323-25 Section A, list item 1. States: "Payment AND Performance bonds are not required." 2. Added technical requirement that, "The Firm must have five (5) years' experience in High Voltage Electrical Services." 3. Added "Temporary E&I support person 20 hours (more or less) straight time per week." 4. GSU Transformer replacement removed from scope of work.

#2 Question: When is the next planned electrical outage?
Response: 2027 is the next planned outage for high voltage work.

#3 Question: Is the bidder required to submit "Bidder Prequalification" information with their bid or after bidder has submitted their bid and have been acknowledged as responsible and responsive but prior to actual awarding of the contract?
Response: Bidder may submit their "Bidder Prequalification" information after bidder has submitted their bid and have been acknowledged as responsible and responsive but prior to actual awarding of the contract.

Reference Bid Section "Instructions To Bidders", Section 7, Bidder Prequalification. Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

#4 Question: What shifts would be expected for straight time hours?
Response: 4 10 hour shifts. Approximate starting time 6am, but dependent upon jobs needs.

Copy of Sign-in Sheet:

RFQ 6323-25 High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages An Optional Pre-Bid Conference meeting, Wednesday, February 26, 2025, at 10:00 AM at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 9922.			
Company Name	**Individual's Printed Name**	**Signature**	**Email address**
USELECTRIC	BRADY MALCOLM	BMalcolm	brady@uselectricwp.com
COLVICO ELECTRIC	JESSE KURE		jkure@colvicoinc.com

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Company

Brady Malcolm
Signature

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.

ITB 6323-25 Pricing Pages			
1	Bidder To Clearly Define What Constitutes "Straight Time Rate":	Monday - Friday 7am-3:30pm if working (5) 8 hours shifts during the week Monday - Friday 6am-4:30pm if working (4) 10 hour shifts during the week	
1.1	Straight Time Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Straight Time Extended Total (Straight Time Hrly Rate) x (160 Hours)
	$ 145.00	160	$ 23,200.00
2	Bidder To Cleary Define What Constitutes "Time-and-Half Rate":	If working 8 hours shifts, first 2 hours after 8 hours. If working 10 hour shifts, any hours worked on the 5th day, up to 10 hours. All hours worked on Saturday will be billed at Time and Half	
2.1	Time-and-Half Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Time-and-Half Extended Total (Time-and-Half Hrly Rate) x (128 Hours)
	$ 185.00	128	$ 23,680.00
3	Bidder To Cleary Define What Constitutes "Double Time Rate":	Any hours worked past first 10 hours, Monday - Saturday Any hours worked on a Sunday will be billed at Double Time	
3.1	Double Time Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Double Time Extended Total (Double Time Hrly Rate) x (12 Hours)
	$ 225.00	12	$ 2,700.00
4	Bidder To Clearly Define What Constitutes "Emergency Hourly Rate":	Any non-scheduled support hours will be billed at Emergency Hourly Rate	
4.1	Enter Emergency Hourly Rate:	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Emergency Extended Total (Emergency Hrly Rate) x (40 Hours)
	$ 225.00	40	$ 9,000.00

5	Bidder To Clearly Define What Constitutes "Standard Mobilization Cost per Service":	Travel to the facility from home office for a scheduled Cold Iron outage
	Enter Standard Mobilization Cost per Service Period:	$ 500.00
6	Bidder To Clearly Define What Constitutes "Standard Demobilization Cost per Service".	Travel from the facility back to home office after a scheduled Cold Iron outage
	Enter Standard Demobilization Cost per Service Period:	$ 500.00
7	Bidder To Clearly Define What Constitutes "Emergency Mobilization Cost per Service":	Any travel from home office incurred for unscheduled support
	Enter Emergency Mobilization Cost per Service Period.	$1,000.00
8	Bidder To Clearly Define What Constitutes "Emergency Demobilization Cost per Service":	Any travel from the facility back to the home office after unscheduled support
	Enter Demobilization Cost From Emergency Mobilization Service Period:	$1,000.00

9	Enter Vendor's Percentage Markup for Parts and Materials Above Vendor's Cost:	20 % Percentage Markup
	For Information Purposes Only annual cost for parts and materials prior Vendor's Markup is estimated at $5,000 (More or Less).	
10	Enter Percentage Markup for Rental Equipment Above Vendor's Cost:	20 % Percentage Markup
	For Information Purposes Only annual rental cost prior to Vendor's Markup is estimated at $5,000 (More or Less).	
11	**List Any Other Cost To Be That Could Be Incurred Not Listed Above That Could Be Incurred To Perform Services**	
11.1	Engineering	$ 265.00 per hour
11.2	Electronic Tech Time - Straight Time	$ 88.00 per hour
11.3	Electronic Tech Time - Time and Half	$ 115.00 per hour
11.4	Electronic Tech Time - Double Time	$ 155.00 per hour
11.5	**Please note that additional work scopes related to this RFP may require the providing of services other than those requested in this RFP	$
11.6		$
11.7		$
11.8		$
11.9		$
11.1		$

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 due to negligence on the part of the Vendor, within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS ($10,000.00) per working day until the service is performed and accepted.

BIDDER RESPONSIBILITY.

Washington State U.B.I. Number
602-247-607

City of Spokane Business License Number T11041929BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

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.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS
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: **United States Electric Corporation of Washington**

Brady Malcolm
Signature of Bidder's Authorized Representative

President
Title

PO Box 87, Olympia, WA 98507
Address

O:360-915-6700 C:206-391-7360
Phone

UNITED STATES ELECTRIC

Phone # 360-915-6700
Fax # 360-915-6701

P.O. Box 87
Olympia, WA 98507

March 4, 2025

City of Spokane – Purchasing
915 N Nelson St
Spokane, WA 99202

RE: ITB #6323-23
High Voltage Electrical Technical And Maintenance Services Unit Price Contract

This letter serves as formal certification for the following items:

1. United States Electric Corp of WA (USEW) affirms & certifies that it has never willfully violated any wage payment laws within the last 23 years.

2. USEW affirms & certifies that we will not violate any local, state or federal labor laws or standards during the course of performing work under the City contract.

3. USEW affirms & certifies that we will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, Chapter 01.07, SMC.

Brady Malcolm
Signature of USEW Executive

3-7-25
Date Signed

Brady Malcolm
Printed Name of USEW Executive

State of Washington
County of Thurston

Signed and sworn to (or affirmed) before me on (date) by Brady Malcolm for United States Electric Corp of WA.

(Stamp)

AMY L CULVER
MY COMM. EXP. 08-14-28
NOTARY PUBLIC
COMM. NO. 170673
STATE OF WASHINGTON

Signature of Notary Public

Notary Public
Title of Office

My Commission Expires: August 14, 2028

This Page (Page #18) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.

SUBCONTRACTOR LIST

ITB 6325-25,
High Voltage Electrical Technical And Maintenance Services Unit Price Contract – Prevailing Wages

___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. _____

Washington State Department of Labor & Industries (https://lni.wa.gov/)

Contractors

UNITED STATES ELECTRIC CORP

Owner or tradesperson
Principals
MALCOLM, BRADY J, PRESIDENT

MALCOLM, BRADY J, AGENT

Doing business as
UNITED STATES ELECTRIC CORP

PO BOX 87
OLYMPIA, WA 98507
206-391-7360
THURSTON County

WA UBI No.
602 247 607

Business type
Corporation
Governing persons
BRADY
JON
MALCOLM
RACHEL MALCOLM;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Electrical Contractor

Active
Meets current requirements.

License specialties
GENERAL
License no.
UNITESE9848H
Effective — expiration
11/08/2002— 11/08/2026

Designated administrator
MALCOLM, BRADY JON

Active
Meets current requirements.

License type
Master Electrician

License no.
MALCOBJ968LW

Bond
TRAVELERS CAS & SURETY CO
Bond account no.
103874078

$4,000.00

Received by L&I
11/18/2002

Effective date
11/08/2002
Expiration date
Until Canceled

Savings
No savings accounts during the previous 6 year period.

License Violations
No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications
No active certifications exist for this business.

Apprentice Training Agent
Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

Account no.
044,132-00

Doing business as
UNITED STATES ELECTRIC CORP WA

Certificate of Workers' Comp Coverage

Track this contractor

Account is current.

Account no.
044,132-01

Doing business as
UNITED STATES ELECTRIC CORP

Certificate of Workers' Comp Coverage

Call L&I account representative for account status.

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019
Exempt from this requirement.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: UNITED STATES ELECTRIC CORPORATION OF WASHINGTON

Business name: UNITED STATES ELECTRIC CORPORATION OF WASHINGTON

Entity type: Profit Corporation

UBI #: 602-247-607

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1802 MILLER AVE NE
OLYMPIA WA 98506-3446

Mailing address: PO BOX 87
OLYMPIA WA 98507-0087

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
Bremerton General Business - Non-Resident	36217			Active	Nov-30-2025	Feb-02-2023
Burien General Business - Non-Resident				Active	Nov-30-2025	May-27-2022
Lacey General Business - Non-Resident	20688			Active	Nov-30-2025	Oct-28-2011
Mercer Island General Business - Non-Resident	160574			Active	Nov-30-2025	Oct-09-2019
Olympia General Business	18186			Active	Nov-30-2025	Jun-24-2008
Redmond General Business - Non-Resident	RED20-000747			Active	Nov-30-2025	Sep-01-2020
Shelton General Business	8003220			Active	Nov-30-2025	Sep-12-2018
Spokane General Business - Non-Resident	T11041929BUS			Active	Nov-30-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MALCOLM, BRADY	

Registered Trade Names

Registered trade names	Status	First issued
UNITED STATES ELECTRIC CORPORATION	Active	Nov-08-2002

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 8:19:56 AM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

April 16, 2025

WA UBI No.	602 247 607
L&I Account ID	044,132-00
Legal Business Name	UNITED STATES ELECTRIC CORPORATION OF WA
Doing Business As	UNITED STATES ELECTRIC CORP WA
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "Less than 1 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	UNITESE9848H
License Expiration	11/08/2026

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See RCW 51.12.050 and 51.16.190).

Client#: 1926464 UNITESTA90

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2024

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

PRODUCER	CONTACT NAME: Jordynn Crouse	
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: Jordynn.Crouse@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western National Mutual Insurance Compa	15377
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United States Electric Corp.
PO Box 87
Olympia, WA 98507

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPP132717101	11/06/2024	11/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	CPP132664101	11/06/2024	11/06/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	UMB105462701	11/06/2024	11/06/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (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	$ $ $
B	Pollution Liab			CPLMOL127355	11/06/2024	11/06/2025	$10,000,000	
A	Leased/Rented			CPP132721201	11/06/2024	11/06/2025	$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are primary non-contributory additional insured as respects the above project only per insuring forms attached.

CERTIFICATE HOLDER

City of Spokane
808 Spokane Falls Blvd #3327
Spokane, WA 99201-0000

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) 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; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "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 the additional insured**.**

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

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.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) 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; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "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;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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.

D. 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:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your 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 additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

Includes copyrighted material of the Insurance Service Office, Inc., with its permission.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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:

1. The minimum amount required by the contract or agreement; or

2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. As respect to the coverage provided under this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

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 exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

a. 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

b. 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:

1. The minimum amount required by the contract or agreement; or

2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. As respect to the coverage provided under this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement 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 following endorsement for changes in your policy.

SUMMARY OF COVERAGES PAGE

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Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception....3
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY 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 Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker'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 the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph **3. a**. is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This Provision **C.** does not apply:

a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;

b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:

(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. 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:

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an “occurrence”, claim or loss only when the “occurrence”, claim 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.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

(ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;

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.

SUMMARY OF COVERAGES	PAGE
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

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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.

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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 Lawsuit Defense Cost Reimbursement

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 lightening;

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 replace 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

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2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/10/2025		
Clerk's File #	OPR 2025-0339		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	RFQ 6358-25
Contact Name/Phone	DAVID PAINE 625-6878	**Requisition #**	RN 305
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	4490 VALUE BLANKET FOR REPLACEMENT COMPRESSOR PARTS		

Agenda Wording

Five year value blanket award to Ingersoll-Rand Industrial U.S., Inc. (Davidson, NC) for the as-needed purchase of OEM compressor parts needed for repairs at the Waste to Energy Facility from 6/1/2025-5/31/2030 and a total cost not to exceed $250,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility has multiple air compressors that support various plant processes. In the event of a compressor failure, a mechanism to purchase any needed replacement parts quickly, needs to be in place. On March 13, 2025, bidding closed on RFQ 6358-25 for the as-needed purchase of these compressor parts. Ingersoll-Rand was the only respondent.

What impacts would the proposal have on historically excluded communities?

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

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

Not applicable.

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

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

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

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

Council Subcommittee Review

Not applicable.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 250,000.00
Current Year Cost	$ 50,000.00
Subsequent Year(s) Cost	$ 50,000.00

Narrative

This is a routine repair and maintenance supply expense that was planned for in the Solid Waste Disposal budget.

Amount		Budget Account
Expense	$ 250,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	PURCHASING	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager			
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Bid Response Summary

Bid Number	RFQ 6358-25 (Re-Bid)
Bid Title	Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor - As Needed Over 5-Years
Due Date	Thursday, March 13, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Open for Bidding
Company	INGERSOLL-RAND INDUSTRIAL U.S., INC.
Submitted By	jmackaig@irco.com jmackaig@irco.com - Wednesday, March 12, 2025 2:28:14 PM [(UTC-08:00) Pacific Time (US & Canada)] jmackaig@irco.com
Comments	

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			

	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Request for Quote (RFQ) to solicit Quotes from vendors who have a proven ability to provide spec'd new spare replacement parts for employed Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, as needed over a five-year period. Unit pricing shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF QUOTES			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
	#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand

	#3	All communication between the Bidder and the City upon receipt of this quote shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF QUOTES			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES			

	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I acknowledge and I understand
REJECTION OF QUOTES			

	#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS(s)			
	#1	Award of Value Blanket Order(s) will be to the Bidder(s) whose Quote(s) is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
	#2	Estimated annual expenditure is not expected to exceed $50,000.	I acknowledge and I understand
	#3	Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to quote on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose quote is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use.	I acknowledge and I understand
PAYMENT TERMS			

	#1	Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 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
INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanker Order and Orde Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanker Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.	I acknowledge and I understand
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 agree and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I do not acknowledge and I do not understand
	#1.1	EXCEPTIONS: If you took exception above, upload here.	Standard Terms and Conditions.docx
	#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.	Certifies
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes

	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER 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.	Prahallad Dorepally prahallad.dorepally@irco.com 213-660-6740
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			

	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
	#2	City of Spokane Business Registration Number	602362059
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	I acknowledge and I understand
BIDDER PREQUALIFICATION			

	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not

SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER			

	#1	Upon City Council approval, the Value Blanket Order resulting from this RFQ will be for a five year period, beginning June 1, 2025, and terminates on May 31, 2030. Vendor's prices shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
	#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I 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 Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
	#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand

	#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
	#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	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	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand

	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Warranty Company warrants, to purchasers from a Company authorized seller (each a “Buyer”), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a “Warranty Period”). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer’s warranty to Company
	#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand

	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable changeout of items as needed by performing a drop in replacements into existing operating compressors currently employed at COS WTEF.	I acknowledge and I understand
	#2.1	Awarded Vendor(s) would be responsible for providing new, spec'd spare replacement parts for employed Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, as listed on the “Pricing Page RFQ 6340-25” located in Documents Tab, or approved or-equals.	I acknowledge and I understand
	#2.2	If bidding or-equals, bidder shall provide technical specifications for items being quoted. Upload Here:	

	#2.2	Bidder must “select” each compressor type that is capable of providing replacement parts for, be it the Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, or both.	Ingersoll-Rand Centac (Denox compressor),Cooper Turbo Air
	#3	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City Of Spokane.pdf
	#4	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
	#5	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#6	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
	#2	FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor during the life of the contract, to include any renewals.	I acknowledge and I understand

	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I do not acknowledge and I do not understand
	#4	If you took exception to any of the above, explain in detail.	All shipments are shipped FOB Origin. We do have the option on approval to ship FOB Destination that carries a minimum 3% order value charge.
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
	#2	Annual Quantities shown on “Pricing Page RFQ 6358-25” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. 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

#3	Vendor’s prices shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.	I acknowledge and I understand
#4	Bidder must complete and upload the “Pricing Page RFQ 6358-25 (9 pages)” located in Documents Tab“. Upload Here:	RFQ 6358-25 Pricing Pages (Nine Pages).pdf
#5	Should it be realized, at a later point in time, that additional related replacement parts are needed, that are not currently listed on the “Pricing Page RFQ 6358-25" located in Documents Tab, COS WTEF would reach to Vendor to obtain Vendor’s current pricing, for any additional related items pertaining to spec’d compressors. Vendor shall provide its pricing inclusive of percentage markup above vendor’s cost that would be appliable at the future-point -in-time(s) when it is realized that additional related replacement parts are needed that are not currently listed on the pricing page.	I acknowledge and I understand

	#6	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
	#6.1	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
	#6.2	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
	#7	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
	#8	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

	#9	During the term of the Value Blanket Order and any options, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
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.	
	#5	If you have additional information/documents to submit, upload them here.	
	#6	If you have additional information/documents to submit, upload them here.	

PRICING PAGES

THESE NINE (9) PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6358-25; **Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor - As Needed Over 5-Years**

Annual Quantities shown on "Pricing Page RFQ 6358-25" are estimates only and are not to be construed as firm or guaranteed.
Quantities shall be bid on a more or less basis. 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.

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved.

Unit Pricing shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

Ingersoll-Rand Centac (Denox Compressor) Model: 6CH32M1-HS-HAD S/N: M90-5312							
Part Number:	**Description**	**Sequence #**	**Annual Estimate Qty (more or less)**	**Unit Price Each**	**Quoting Same**	**Quoting Or-Equal**	**Lead Time ARO**
5X13475	Bearing	1002	0-1	$3527	Y		7 Days
5X13475	Bearing	1004	0-1	$3527	Y		7 Days
7X12433	Gear Shaft	1005	0-1	$TBD			TBD
18A7570	Nipple, 1/8"x 4"L	1024	0-1	$N/A			
1X10540	Spray Nozzle	1025	0-1	$29			25

7X12457	Oil Pump Housing	1060	0-1	$3871			35
5X13478	Oil Pump Gerotor	1061	0-1	$15741			100
5X12763	Spacer Ring	1062	0-1	$1502			40
1X136	C/R Seal	1063	0-1	$873			145
20A11EM115	11/16"x 7/8"x 3/32" O-Ring	1064	0-1	$38			7
20A11EM161	5.399"ID x 0.101" Thk O-Ring	1065	0-1	$43			15
3X11167	Oil Slinger	1070	0-1	$N/A			
20A11BM366	7-1/4"x 7-5/8"x 3/16" O-Ring	1112	0-1	$44			15
20A11EM393	24"x 24.38"x 3/16" O-Ring	1113	0-1	$314			20
5X13443	Bearing	1120	0-1	$5201			120
20A11EM243	4-1/8"x 4-3/8"x 1/8" O-Ring	1123	0-1	$26			7
20A11EM253	5-3/8"x 5-5/8"x 1/8" O-Ring	1124	0-1	$121			7
184A13CXUR575	Retaining Ring	1126	0-1	$197			7
3X11267	Seal	1127	0-1	$5425			7
20A11EM037	2-1/2"x 2-5/8"x 1/16" O-Ring	1128	0-1	$34			7

1X3052A010	3MM x 10MM Tension Pin	1129	0-1	$31			7
5X12976	Pinion	1170	0-1	$			
3X11901	Impeller	1171	0-1	$			
3X10337	Washer	1173	0-1	$			
3X11914	Rotor Bolt	1174	0-1	$			
1X1211	Bentley Nevada Probe	1616	0-1	$4087			35

Should it be realized, at a later point in time, that additional related replacement parts are needed , that are not currently listed on the "Pricing Page RFQ 6358-25", COS WTEF would reach to Vendor to obtain Vendor's current pricing, for any additional related items pertaining to Ingersoll-Rand Centac (Denox Compressor). Vendor shall provide its pricing inclusive of percentage markup above vendor's cost that would be appliable at the future-point -in-time(s) when it is realized that additional related replacement parts are needed that are not currently listed on the pricing page.	**Bidder Must Select Response from Below**	
	I Agree And Acknowledge	~~I Do Not Agree Or Acknowledge~~

Cooper Cameron Turbo Air 3000 Centrifugal Compressor S/N F12858						
Part Number:	**Description**	**Annual Estimate Qty (more or less)**	**Unit Price Each**	**Quoting Same**	**Quote Or-Equal**	**Lead Time ARO**
A3404999-00000	Expansion joint for 8.625" OD pipe	0-1	$1208			30
A3408596-03000	Actuator Assembly 120V (with motor)	0-1	$5665			150
A3409140-00200	Inlet guide vane assembly	0-1	$10086			60
A3794910-00002	Quad control board assembly, QCB/EPROM	0-1	$9581			100
A3794960-00301	Display assembly	0-1	$N/A			
A3794960-00401	Keypad ribbon cable	0-1	$N/A			
A3794960-00501	Display ribbon cable	0-1	$N/A			
A3794960-10111	Power supply assembly 120V	0-1	$972			45
A3794960-10211	Power supply assembly 120V	0-1	$N/A			
MB408187-00100	Condensate kit (contains liquidator drain trap and associated fittings/valves)	0-1	$N/A			
MB408539-00098	Bypass Valve Seal kit	0-1	$N/A			
MB408539-00202	Bypass valve rebuild kit	0-1	$N/A			

MB794969-01201	Expansion Board Assembly	0-1	$ N/A			
MB795270-30000	Complete Turnaround Inspection Kit (includes inlet & gearbox svc kits)	0-1	$ N/A			
MB795270-30001	Inlet Service Kit	0-1	$ 1924			90
MB795270-30003	Gearbox Service Kit	0-1	$ 1354			70
MB796039-00004	Ejector Element Kit (set of 2)	0-1	$ 2684			70
P0540008-00800	4" Automatic block valve 120V	0-1	$ 9856			70
P0540008-00809	3" Automatic block valve 120V	0-1	$ 8023			30
P0540016-00074	Air line filter element	1-2	$ 60			7
P0540016-00074	Bypass valve air line filter element	1-2	$ 60			7
P0540016-00091	Air line filter	1-2	$ 677			50
P0540089-00182	Transducer (air & oil pressure) includes P1408187-00047	0-1	$ 844			7
P0540090-00752	Control relay	0-1	$ N/A			
P0540303-00017	Optical couplers	0-1	$ N/A			
P1400009-00770	First stage panel filter element	1-2	$ 235			7
P1400009-00771	Second stage panel filter element	1-2	$ 755			7

P1401428-00604	Auxiliary (motor driven) oil pump	0-1	$11645			100
P1401428-00614	Main shaft driven oil pump	0-1	$6002			70
P1401429-00981	Cooler, oil-to-water heat exchanger (Complete unit)	0-1	$8280			7
P1401435-00229	Ejector Seal Kit	0-1	$216			7
P1401581-00757	1/2" NPT gate valve	0-1	$70			7
P1401581-01256	Bypass Valve 120V 60Hz	0-1	$5828			55
P1401581-01302	1/2" NPT 120V Solenoid valve	0-1	$822			7
P1401581-01303	1/2" NPT check valve	0-1	$173			7
P1401581-01707	Pressure regulator (relief valve)	0-1	$1283			7
P1401582-00014	Level gauge	0-1	$326			40
P1402068-00735	Auxiliary oil pump motor 440V 60Hz	0-1	$6639			100
P1402070-00249	Auxiliary oil pump drive coupling	0-1	$543			7
P1402070-00254	Main oil pump drive coupling	0-1	$302			7
P1403262-00107	Ejector	0-1	$1160			7
P1404040-00207	Oil Filter Element (Singular)	1-2	$202			7

P1404987-00014	Replacement filter element	1-2	102			15
P1405340-00264	Main drive coupling Grease	0-1	50			7
P1405340-00264	Main drive coupling grease	0-1	50			7
P1405340-00270	Bypass valve grease	0-1	162			7
P1405340-00288	Inlet guide vane drive grease	0-1	45			7
P1405340-00294	TurboBlend lube oil, 5-gallon pail	1-2	349			7
P1405340-00295	TurboBlend lube oil, 55-gallon drum	0-1	3574			7
P1405344-00016	Startup screen for 8" pipe	0-1	2106			55
P1405680-00001	Cooler, maintenance gasket kit	0-1	199			7
P1405680-00002	Oil cooler gasket kit	0-1	99			7
P1406064-04117	Main drive coupling Gasket	0-1	55			7
P1406064-20018	Main drive coupling O-Ring	0-1	27			7
P1406700-5960	Oil Filter O-Ring	0-1	34			7
P1406702-00383	O-ring, third stage inlet	0-1	32			7
P1406702-00386	O-ring, second stage inlet	0-1	32			7

P1406702-00395	O-ring, first stage inlet	0-1	84			7
P1407030-02002	Vibration probe Stage 1	0-1	1038			30
P1407030-02004	Vibration Probe (cable not required)	0-1	1429			7
P1408596-00100	Actuator motor 120V	0-1	1095			30
P1408800-04926	Heat exchanger Y-Gasket	0-1	205			7
P1408800-04941	Heat exchanger K-Seal	0-1	233			7
P1409511-00001	Inlet guide vane gasket	0-1	52			7
P1409585-00000	Metering valve	0-1	1220			50
P1791399-03539	Tube fitting	0-1	55			7
P1793931-02100	Heat exchanger Front Tubesheet Gasket	0-1	$75			7
P1793932-02100	Heat exchanger Header Gasket	0-1	$92			7
P1793932-02101	Heat exchanger Rear Header Gasket	0-1	$85			7
P1794323-00002	Seal, second & third stage diffuser	0-1	$252			7
P1794323-00005	Seal, first stage diffuser	0-1	$517			7
P1794981-00150	Keypad assembly	0-1	$N/A			

P1794990-00102	Electrical filter, EMI/RFI	0-1	$ N/A			
P3403629-01585	RTD's (air & oil)	0-1	$ 318			7
P3403893-00006	Vibration probe extension cable (10 ft)	0-1	$ N/A			
P3403893-00351	Vibration probe Proximitor	0-1	$ 2580			7

Should it be realized, at a later point in time, that additional related replacement parts are needed , that are not currently listed on the "Pricing Page RFQ 6358-25", COS WTEF would reach to Vendor to obtain Vendor's current pricing, for any additional related items pertaining to Cooper Cameron Turbo Air 30000 Centrifugal Compressor. Vendor shall provide its pricing inclusive of percentage markup above vendor's cost that would be appliable at the future-point -in-time(s) when it is realized that additional related replacement parts are needed that are not currently listed on the pricing page.	**Bidder Must Select Response from Below**	
	I Agree And Acknowledge	~~I Do Not Agree Or Acknowledge~~

Name of Bidder: Jesse Mackaig

Jesse Mackaig
Digitally signed by: Jesse Mackaig
DN: CN = Jesse Mackaig email = jmackaig@irco.com C = AD O = Area Sales Leader OU = Ingersoll Rand
Date: 2025.03.12 14:23:39 -07'00'

Signature of Bidder's Authorized Representative

Area Sales Leader
Title

418 Valley Ave NW Suite B -107, Puyallup, WA 98371
Address

858-229-8390
Phone

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

10. **TAXES**

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

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

- Business, occupational and personal property taxes are the responsibility of the Vendor.

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

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

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

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

15. TERMINATION
In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. ~~Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract~~. The limitation of liability shall be capped at the value of the specific order and not the total contract potential.

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

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

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

19. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
  - The Purchaser reserves the right to be advised of selection of method and type of carrier.
  - No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
  - All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
  - Risk of Loss. Regardless of F.O.B. point, ~~Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder~~. All shipments will be shipped F.O.B Origin unless agreed to at time of order. A minimum of 3% of total order value will be charged for F.O.B Destination shipments and prior approval for each order is required.

20. VENDOR'S COOPERATION

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

418 Valley Ave NW Suite B -107
Puyallup, WA 98371

3/12/2025

RE: City Of Spokane

Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor - As Needed Over 5-Years

RFQ 6358-25 (Re-Bid)

We are pleased to submit our bid for RFQ 6358-25 (Re-Bid), and we appreciate the opportunity to participate in this process.

We would like to emphasize that Ingersoll Rand is the Original Equipment Manufacturer (OEM) for the items being bid. Furthermore, Ingersoll Rand is the only authorized distributor for these parts in the state of Washington. This ensures that all items we provide are genuine, of the highest quality, and backed by the full support and warranty of Ingersoll Rand.

Our team is dedicated to delivering products and services that meet your specific requirements. Should there be any additional information needed to support this bid or any further clarification required, please do not hesitate to contact us directly.

Thank you for considering our proposal. We look forward to the possibility of working together to achieve your goals and are confident in our ability to deliver a solution that exceeds expectations.

Sincerely,

Jesse Mackaig

Area Sales Leader

Ingersoll Rand - West Area

Phone: 602-431-1400

Cell: 858-229-8390

jmackaig@irco.com

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: INGERSOLL-RAND INDUSTRIAL U.S., INC.

Business name: INGERSOLL-RAND INDUSTRIAL U.S., INC.

Entity type: Profit Corporation

UBI #: 604-519-352

Business ID: 001

Location ID: 0001

Location: Active

Vendor working on renewal -mgd

Location address:
525 HARBOUR PLACE DR
STE 600
DAVIDSON NC 28036-7444

Mailing address:
525 HARBOUR PLACE DR
STE 600
DAVIDSON NC 28036-7444

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
Bremerton General Business - Non-Resident	33788			Active	Feb-28-2025	Dec-01-2019
Spokane General Business - Non-Resident				Active	Feb-28-2025	Dec-29-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SCHIESL, ANDREW	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 7:37:48 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)
03/20/2025

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).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Ingersoll Rand Inc.
and its subsidiaries & affiliates
525 Harbour Pl Dr Suite 600
Davidson NC 28036 USA

COVERAGES **CERTIFICATE NUMBER:** 570111521156 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		GLO402025805	03/01/2025	03/01/2026	EACH OCCURRENCE	$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 4020259 05	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WC402025605	03/01/2025	03/01/2026	X PER STATUTE / OTH-ER	
	Y / N			AOS				
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC402025705	03/01/2025	03/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			MA, WI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

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

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570111521156

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/11/2025
Clerk's File #	OPR 2025-0337
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Council Sponsor(s)	KKLITZKE JBINGLE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** NO **Public Works?** NO
Agenda Item Name	5100- PURCHASE OF DUMP TRUCK FOR WATER

Agenda Wording

Fleet Services would like to purchase a Kenworth T880 Dump Truck for the Water Department using a Sourcewell contract. Total cost not to exceed $315,000 including applicable sales tax.

Summary (Background)

The Water Department would like to replace an older dump truck that has exceeded its economic lifecycle. A chassis has become available, and specifications are currently being finalized. Total cost is not to exceed $315,000 including sales tax. Unit will be purchased using a Sourcewell contract.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle data is collected by Fleet for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 315,000
Current Year Cost	$ 315,000
Subsequent Year(s) Cost	$ $0

Narrative

New unit will be purchased using a cooperative Sourcewell contract following all City competitive purchasing rules. Replacing older, higher usage vehicles dramatically lowers maintenance costs and vehicle emissions.

Amount		Budget Account
Expense	$ 315,000	# TBD
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD		
Division Director			
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor			

Distribution List

	rgiddings@spokanecity.org
Tprince@spokanecity.org	

KENWORTH

KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE, Washington 99202
United States of America

Shane Petersen
Cell Phone:
Office Phone: 509-534-2643
Email: spetersen@kwsco.com

RICHARD GIDDINGS
Cell Phone: 509.625.7706
Office Phone: 509.625.7706
Email: rgiddings@cityofspokane.org

Customer Quote

Equipment

Quantity:	1
Truck Price:	$312,158
Dealer Options:	$0
Extended Warranty:	$0
Equipment Price:	$227,875
Surcharges Not Subject to Discount:	$1,600
Options Not Subject to Discount:	$799
Factory Freight Cost:	$3,775
Total Equipment Price:	$234,049

NET Sale Price: **$262,298**

Miscellaneous

* FET is not applied

FET Tire Credit:	$0
Net Chassis FET:	$0
State Tax:	$0
Body/Trailer/Accessories FET:	$0
Fees:	$0
Other:	$0

Quotation Total: **$262,298**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

* Does not include Sales Tax
- Tax @ 9.1% = $23,869.12

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2025
Deal: 4 AXLE OSW DUMP
Printed On: 4/10/2025 3:04:38 PM

Date: April 10, 2025
Quote Number: QUO-1099144-F5G8X2

KENWORTH

KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE, Washington 99202
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Email: spetersen@kwsco.com

RICHARD GIDDINGS
Cell Phone: 509.625.7706
Office Phone: 509.625.7706
Email: rgiddings@cityofspokane.org

Vehicle Summary

Unit

Model:	T880 Series Conventional
Type:	FULL TRUCK
Description 1:	4 AXLE OSW DUMP
Description 2:	Clone of Chassis 197648 T880 Series Conventional

Application

Intended Serv.:	Construction: Vehicles used in the cons
Commodity:	Gravel/Crushed Rock/Sand

Body

Type:	End Dump
Length (ft):	16
Height (ft):	13.5
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	120
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	14600
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	105500

Road Conditions:

Class A (Highway)	78
Class B (Hwy/Mtn)	20
Class C (Off-Hwy)	2
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	220
Overhang (in):	60
Fr Axle to BOC (in):	74
Cab to Axle (in):	146
Cab to EOF (in):	206
Overall Comb. Length (in):	328.5

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2025
Deal: 4 AXLE OSW DUMP
Printed On: 4/10/2025 3:05:41 PM

100% *Complete*

Date: April 10, 2025
Quote Number: QUO-1099144-F5G8X2

KENWORTH

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000810	S	**T880 Series Conventional**	236,467	**15,549**
0070060	S	**T880**	0	**0**
0072000	O	**Chassis Operation Will Not Incl. Stationary** application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	**0**
0080101	O	**CARB Low NOX Omnibus Registration Guidelines** Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0	**0**
0080310	O	**EPA Clean Idle Label - Cummins Engines**	107	**0**
0090000	S	**Non-Sleeper w/ Rear Axle Capacity less than 59K.**	0	**0**
0098447	O	**State of Registry: Washington**	0	**0**
Engine & Equipment				
0130366	O	**Cummins X15 565V 565@2000 1850@1150, 2024** with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 64....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 100...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	13,746	**470**
1000046	O	**EPA Emissions Warranty Engine**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
1000122	U	**2024 SERIES EMISSIONS ENGINE** *Narr 2024 SERIES EMISSIONS ENGINE 2024 SERIES EMISSIONS ENGINE 2024 SERIES EMISSIONS ENGINE 2024 SERIES E*	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000244	O	**Gearing Analysis: Balance** power/economy blend results.	0	**0**
1000252	O	**Customer's Typical Operating Spd: 62 MPH**	0	**0**
1000344	O	**EWI Tracking - A2 Engine Module Chassis**	0	**0**
1000525		**RegistrationYear** Year of Registration: 2025	0	**0**
1000684	O	**Effective VSL Setting NA**	0	**0**
1000857	S	**Engine Idle Shutdown Timer Enabled**	0	**0**
1000859	O	**Enable EIST Ambient Temp Overrule**	0	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1002080	O	**Air Compressor: Cummins 18.7 CFM, Naturally** Aspirated for Cummins X15 and X15N engines	204	**0**
1051200	S	**Air Cleaner: Composite Firewall Mounted PACCAR or** Cummins Engines	0	**0**
1099080	O	**Pre-Cleaner Mounted in the Hood Plenum**	370	**0**
1105220	O	**Fan Hub: Horton 2-Speed for X15/X15N**	27	**0**
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	**0**
1160208	O	**Bug Screen: Between Hood & Grille**	128	**2**
1247263	S	**EXH: Single Can 2024 RH Under with RH** Side-of-Cab Vertical Tailpipe	0	**0**
1290336	O	**Tailpipe: 7 in. single 36 in. 45 degree curved.**	208	**4**
1291938	U	**EXHAUST HEATSHIELD FOR SOC EXHAUST** *Narr EXHAUST HEATSHIELD FOR SOC EXHAUST*	97	**2**
1321109	O	**Fuel Filter:PACCAR Standard Service Interval** Fuel/Water Separator. 2017 and Later Emissions	73	**0**
1321205	S	**Run Aid:Fuel Heat** *For Fuel Filter	0	**0**
1321305	S	**Start Aid:12V Heat** *For Fuel Filter	0	**0**
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High	308	**6**

Sales Code	Std/ Opt	Description	$ List	Weight
		RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.		
1504005	O	**Immersion Block Heater 120V 1500W W/ Plug Under** Door on C500, T660, T800 & W900.	150	**2**
1812162	O	**Alternator: 160 amp Brushless** with battery voltage sense. *This code replaced 1812160.	400	**9**
1821210	S	**Batteries: 3 PACCAR GP31 Threaded Post (700-730)** 2100-2190 CCA dual purpose.	0	**0**
1832039	O	**Starter: Delco 39MT w/over crank protection** 12 volt	78	**0**
1840065	S	**12V Low Voltage Disconnect for Battery Protection**	0	**0**
1900996	O	**Jump Start Terminals Under Hood.**	290	**12**
1901017	S	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	0	**0**
Transmission & Clutch				
2016627	O	**Transmission: Allison 4500RDS 6-speed, With PTO** drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	26,387	**478**
2406453	O	**Driveline: 2 Dana SPL250XL 1 Centerbearing** Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	1,156	**98**
2410018	O	**Torque Converter Included W/ Allison** Transmission.	0	**0**
2410151	O	**Pushbutton Control Center Console Mounted.** Class 8 with Allison Transmission.	0	**0**
2410244	O	**J1939 Park Brake Auto Neutral**	0	**0**
2410310	O	**Allison Neutral at Stop**	0	**0**
2410319	O	**Allison Fuel Sense: Dynactive** Includes Dynamic Shift Sensing	315	**0**
2429358	O	**Rear Transmission Support Springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	92	**0**
2429377	O	**Customer Installed Transmission PTO in the Top** Mounted position (1 o'clock) for Allison 3000 & 4000 transmissions.	0	**0**
Front Axle & Equipment				
2513030	O	**Meritor MFS14 Plus 14.6K 3.74in. Drop Wide Track.**	-1,633	**-169**
2607001	O	**Front Brakes: 14.6K Bendix Air Disc Brakes Lube** Free.	-340	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
2690025	O	**Splined Rotor for Front Air Disc Brakes for Use** with Iron Hubs.	-120	**0**
2690028	O	**Integral Knuckle for Air Disc Brake, for use on** Meritor MFS PLUS Steer Axle	0	**0**
2702500	O	**Front Hub: Iron Hub Pilot 14,600 lbs.** 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	-525	**48**
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	0	**0**
2750001	S	**Hubcap: Front Vented.**	0	**0**
2769000	S	**Slack Adjusters Included W/ Front Axle or Brakes.** Also use with disc brakes.	0	**0**
2864019	O	**Front Springs: Taperleaf 14.6K W/ Shock Absorbers** 2-leaf. With maintenance-free elastomer spring pin bushings. Standard with rubber pins. Not available on W900L or W900S.	-477	**-101**
2893881	O	**Single Power Steering Gear: 16K TRW TAS85** W900B/W990 available, but not available W900S, W900L or T3.	-845	**-35**
2899336	S	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	0	**0**
Rear Axle & Equipment				
3144182	O	**Dual Dana Spicer D46-172H Rear Axle rated at 46K.** w/ 16mm housing and 2.06in. shaft diameter. Tandem rear axles.	812	**-158**
3200456	O	**Rear Axle Ratio - 4.56.**	0	**0**
3334004	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Bendix ES-extended service S-cam.	-1,549	**-40**
3392002	O	**Dual Rear Heavy Duty Brake Drums: Cast.** Use HD Gunite Drum when tandem axle with GAWR over 46,000 lbs is selected. For 16.5X7" or 16.5X8.625" brake.	-988	**0**
3407050	S	**Dual Rear Hubs: Aluminum Hub Pilot 46K;** 11.25" bolt circle. Requires "R" series outer ends.	0	**0**
3441972	S	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	0	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	286	**0**
3485208	O	**Spring Brake: 3036 Dual 30 Square Inches;** 36 square inches spring chamber. For drum brakes.	533	**100**
3495226	O	**Bendix 4S/4M Anti-Lock Brake System.**	-3,583	**0**
3500006	O	**Inverted Chambers for 16-1/2 x 7 in. Brakes;** Replaces standard mount w/ higher mount.	6	**0**
3500057	O	**Interaxle Driveline: 1 Dana SPL170XL** Tandem Rear Axles Only	-104	**8**
3532194	O	**Wheel Differential Lock for Dana Spicer Axles** D40-170(P)/D46-170(H)(P)(WT) forward rear axle & rear rear axle.	2,825	**112**
3573111	O	**Separate Switch for Dual Axles:** differential lock or crosslock.	15	**0**
3742941	O	**Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.**	1,475	**180**

Sales Code	Std/ Opt	Description	$ List	Weight
		54 in. axle spacing, 17.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 12.5 in. Laden Height: 10.5 in.		
3808131	O	**1 Steerable Pusher: Watson-Chalin 13.5K SL13**	16,271	**1,245**
3820036	O	**1 Steerable Pusher Brakes: Bendix Non-RSD 15x4** Use with 13.5Kaxle.	0	**0**
3820523	O	**1 Steerable Pusher Brake Drum 15x4 for Use With** 13.5K axle.	0	**0**
3821121	O	**1 Steerable Pusher Hubs Aluminum Hub Pilot** for use with 13.5K axle.	0	**0**
3828334	O	**Pusher or Tag: Gauge/ Switch Dash-Mounted, Gauge** LH driver's seat, regulator under driver door.	0	**0**
3830145	O	**Delete Standard Heavy-Duty Air Springs for Rear** suspension.	-27	**-28**
3841061	O	**1st Pusher Location: 61 in. From C/I Forward** tandem axle or single rear axle.	0	**0**
Tires & Wheels				
4017181	O	**Front Tires: Michelin XZY3 385/65R22.5 18PR** 42.4 in. Diameter, All Position. 19.6 in. SLR.	-122	**130**
4238700	O	**Rear tires: Goodyear G182 RSD 11R24.5 16PR.** 44.1 in. diameter. drive tire. 20.8 in. SLR. Code is priced per pair of tires	788	**272**
4781772	O	**1 Steerable Pusher: 2 Michelin XZE 255/70R22.5** 16PR. 36.7 in. diameter, all position. AKA PXZE. 17.2 in. SLR.	-561	**-40**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5045218	O	**Front Wheel: Alcoa 82462 22.5x12.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	22	**-3**
5245275	O	**Rear Wheel: Alcoa 98U63 24.5X8.25 AL** Ultra One High Polish Wheel.	1,984	**-136**
5781263	O	**1 Steerable Pusher: 2 Alcoa 88565 22.5X8.25 AL** with Lvl One [TM] High Polish finish, hub-pilot mount. 8000lb. maximum rating. Severe service.	679	**-36**
5850040	O	**Wheelguards: All Axles.**	112	**2**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6057600	O	**Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to** 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,939	**452**
6302461	O	**Bumper: Tapered Chrome Steel Channel. Requires a** bumper setting code.	594	**63**

Sales Code	Std/ Opt	Description	$ List	Weight
6319485	S	**48.5 in. Bumper Setting. Requires a Bumper Code.**	0	**0**
6324025	O	**Front Tow Hook: Center Mounted, Cast.** Requires iron front drive brackets.	303	**28**
6390312	O	**Brackets: Iron Front Spring Drive. Included with** front spring capacity of 16,000 lbs or greater; code not required.	196	**47**
6391201	O	**Custom Frame Layout: One Chassis** **CFL BBX:** CLOSE TO THE FUEL TANK AS POSSIBLE. **CFL A/D:** A/D INSIDE FRMAE BOC PASSENGER SIDE	1,380	**0**
6401233	O	**Steel Cantilever Battery Box BOC with smooth** aluminum cover. Vocational Style.	762	**39**
6409902	O	**Battery Box Location: RH Side.**	116	**15**
6451094	O	**C5, T6, T8 Polished DPF/SCR or CNG Cover** with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components.	467	**0**
6490440	O	**Heavy-Duty BOC Crossmember Assembly.**	221	**23**
6679856	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to less than or equal to 45 in.	0	**0**
6679995	O	**Customer Will Install Structural End-of-Frame** crossmember before vehicle is placed in service.	0	**0**
6721102	S	**Rear Mudflap Arms: Betts B-25 Standard-Duty,** straight. Includes B1732 mounting brackets as standard.	0	**0**
6722000	S	**Rear Mudflap Shields: White Plastic Antisail W/** Kenworth logo.	0	**0**
6742009	S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	0	**0**
Fuel Tanks & Equip				
7210110	O	**Fuel Tank: 110 US Gallon 24.5 in. Aluminum Under** replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	222	**2**
7722153	S	**Small Round DEF Tank, 14 Gallons.** The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	**0**
7812238	O	**One Additional Standard Tank Support for 1 Fuel** tank. This is not a heavy-duty 7 in. wide support.	183	**17**
7813002	O	**Additional Tank Support Location. LH Under.**	0	**0**
7831008	O	**6 in. Wide Lower Fuel Tank Step, for One 22 in.** or 24.5 in. tank LH.	89	**2**
7840015	O	**Polish Only One Aluminum Tank.**	477	**0**
7840038	O	**Polished Cover for 1 DEF Tank Any Size.**	358	**3**

Sales Code	Std/ Opt	Description	$ List	Weight
7889061	O	**Polished Stainless Steel Tank Straps for 1 Tank.**	96	**0**
7889203	S	**DEF to Fuel Fill Ratio 2:1 or Greater.**	0	**0**
7889245	S	**Anti-Siphon Device in Fuel Tank Filler Neck.** For any number of fuel tanks.	0	**0**
7889604	S	**DEF Tank Location is LH.**	0	**0**
7920110	O	**Location: 110 gal fuel tank LH under cab**	0	**0**
Cab & Equipment				
8025301	S	**Cab: Stamped Aluminum Cab with Panoramic Curved** glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	**0**
8090604	O	**Hood: T880 Set-Back Medium Length. 122.6 inch** BBC W/Std Bumper.	324	**15**
8108002	O	**Fine Particulate Filter for Cabin Air HVAC** system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	46	**0**
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	**0**
8201047	S	**Kenworth Smartwheel: 18 in. Non-Leather With** Integrated Radio and Cruise Controls.	0	**0**
8201051	O	**Column Mtd Retarder Control, RH Side** Use with Manual & Allison Transmissions Only.	0	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	0	**0**
8203060	O	**5 Sets of Keys. Replaces Standard 2 Sets of Keys.**	32	**0**
8203196	O	**Dash Mounted Compact Trailer Brake Valve.** Self Returning.	0	**0**
8205012	O	**Off-Highway Dash Switch: For ABS System. Includes** indicator light.	59	**0**
8205067	O	**Controls on Dash for Trailer Dump Gate.** Includes piping & indicator light. * T680/T880 available with speed interlock (8208603)	72	**0**
8205135	O	**Information for Customer-Installed PTO Muncie** 10-bolt.	0	**0**
8205177	O	**Dash Switch:1st Allison-Mounted PTO.**	244	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.		
8205228	O	**One (1) Spare Accessory Electric-Over-Air** Switch with Latching Air Solenoid. Mounted on dash for customer-installed option. Latching means the output air pressure will remain on, while there is air remaining in the air tank, when the ignition is off and switch position is on. Not intended for Trailer Lift Axle controls, see 8208607 and 8208608.	114	**0**
8208496	O	**Three Spare Switches: Wired to Power.**	140	**0**
8220106	O	**Gauge: Dash Mounted Air Filter Restriction Gauge.**	167	**0**
8221136	O	**Gauge: Trailer Reservoir Air Pressure Gauge.**	75	**0**
8221137	O	**Gauge: Trailer Air Application Gauge.**	73	**0**
8221139	O	**Gauge: Additional Dash Mounted Air Pressure Gauge** Includes piping to BOC/BOS.	44	**0**
8221160	O	**Gauge: Engine Oil Temperature Gauge With Integral** warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	48	**0**
8222404	S	**Gauge: DD Virtual Gauge - Oil Temp Engine**	0	**0**
8222413	S	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	S	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8222712	O	**Gauge: Fuel Filter Restriction Gauge.**	146	**0**
8222722	O	**Gauge: Manifold Pressure Gauge.** The NavPlus HD unit includes a virtual manifold pressure gauge.	31	**0**
8222794	O	**Hour Meter Mounted in Dash for PTO.**	103	**0**
8225658	O	**Gauge: Axle Oil Temperature, Dual-Drive Axle.** (2 gauges) w/integral warning light.	235	**0**
8226667	O	**Gauge: Oil Temperature Gauge Transmission.** The NavPlus HD unit includes a virtual transmission oil temperature gauge.	75	**0**
8282027	S	**Main Instrument Package: 15" Digital Display.** Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	**0**
8282120	O	**USB Charging Port - Dash Panel** *Requires 15" Digital Display 8282027/8282028	30	**0**
8300008	S	**Interior Color: Slate Gray**	0	**0**
8330102	S	**Interior Package: Vantage Daycab**	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.		
8390634	S	**Rubber Floormat**	0	**0**
8410272	O	**Driver Seat: GT702 HB with DuraCloth material.** The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	135	**10**
8480102	O	**Rider Seat: GT100 Toolbox HB with DuraCloth** Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	132	**0**
8490187	O	**Seat Color: Gray**	0	**0**
8497005	O	**Air Line Fitting: At Driver Seat.** Customer-installed air chuck.	64	**4**
8601431	O	**Kenworth Radio DEA710 AM/FM/WB/USB, Phone** Bluetooth Disabled	13	**0**
8601880	O	**CB Radio: Cobra 29. Includes Weatherband W/Header** mounted quick release. Includes transceiver & separate speaker remote-mounted in headliner & dual CB antennas. Includes sound tracker & illuminated panel.	589	**11**
8698982	O	**Mid Level Audio System - Daycab: High Performance** Door and B-Pillar Speakers.	49	**4**
8700196	O	**Turn Signal: Self-Cancelling**	275	**0**
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	**0**
8700601	S	**Global Telematics Unit**	0	**0**
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	**0**
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	0	**0**
8841411	S	**Single Air Horn Under Cab.**	0	**0**
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	**0**
8865002	S	**Aero Mirror: Dual Kenworth Aerodynamic Motorized** heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.		
8871448	O	**Rear Cab Stationary Shatterproof Window** 19in x 36in. Polycarbonate plastic window replacing standard glass window.	566	-6
8879921	O	**Two Additional Outboard Shatterproof Windows** 19in x 12in. Polycarbonate plastic windows replacing standard glass windows.	595	2
8890038	O	**3.5in x 11.5in Plastic Records Holder:Mounted On** Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	63	0
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	0	0
8890135	S	**Exterior Stainless Steel Sunvisor.**	893	19
8890349	S	**Wheelwell Fender Extension: 2.5 Inches**	0	0
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	0	0
8891013	O	**Extreme Temperature Insulation: Daycab** Additional cab side wall insulation with improved material properties over standard insulation package.	158	0
Lights & Instruments				
9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	0	0
9022137	S	**Marker Lights: Five Rectangular LED.**	0	0
9030016	S	**Turn Signal Lights: Flush Mounted LED. Mounted at** top of fender wheel arc.	0	0
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	0
9049825	O	**Customer-Installed Road/ Fog Lights Switch &** wiring.	59	0
9052011	O	**Dual Flush Floodlights: First Set**	129	2
9059921	O	**Floodlight Location: Located Low - First Set** . This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0	0
9080141	O	**Dual Low-Profile LED Amber Strobe Beacon Centered** over door.	988	7
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	**Omit Brake Light with Engine Brake.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090126	O	**Electric Backup Alarm: Meets SAE J994 & OSHA** requirements.	172	4
9090302	O	**Junction Box: Mounted Behind Cab or Sleeper** Not Mounted at End of Frame.	172	1

Sales Code	Std/ Opt	Description	$ List	Weight
9090316	O	**Junction Box: End of Frame**	293	1
9090849	O	**Polyswitches Replacing Fuses. Switch Will** automatically reset after removal of excess load.	49	0
Air Equipment				
9101219	O	**Air Dryer: Bendix AD-HF Extended Purge Heated** With Puraguard	149	0
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	0	0
9110020	O	**Full Truck Kit** Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	982	15
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	0	0
9140085	O	**Bendix LQ-5 Ratio Valve: for Kenworth-Installed** pusher/tag. LQ-5 valve limits the amount of air applied to the pusher brakes. Helps prevent lockup in lightly loaded conditions.	174	2
9140254	O	**Locate Air Dryer Inside RH Rail BOC.** This code requires the use of a custom frame layout code.	0	0
9140289	O	**Air Tanks: Mounted Inside Frame Flanges** where possible. This code requires the use of a custom frame layout code.	0	0
9140328	O	**Trailer ABS Electric Supply Through SAE J560** 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	0
9210401	O	**Allison 4000 Series Transmission Surcharge**	1,600	0
9212653	O	**TruckTech+ RD - 5YR Sub Cummins Engines**	799	0
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	0	0
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	0
9490003	O	**Additional Lead Time Required for Off Highway &** /or specialty component truck.	0	0
9490206	O	**Warning Triangle Reflector Kit: Shipped Loose.** Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	56	4
9490645	O	**Zinc Phosphate Frame Rail Paint Processing.** Requires frame rail code. Code is for 1 pair of rails.	405	0
9491652	S	**EMUX Architecture**	0	0

Sales Code	Std/ Opt	Description	$ List	Weight
Promotions				
9511085	U	**COPPER FREE LINING TRACKING CODE** *Narr COPPER FREE LINING TRACKING CODE COPPER FREE LINING TRACKING CODE*	0	**0**
9511124	O	**Model Year 2025 Engine**	0	**0**
Paint				
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	**0**
9943004	O	**Bumper Unpainted**	0	**0**
9943048	O	**Day Cab Bulk Paint**	0	**0**
9943050	O	**Day Cab Standard Paint**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$312,158
Marketing and Service Support Fee	$1,555
Prepaid Freight	$3,775
Total Surcharge/Options Not Subject To Discount	$2,399
Total Weight (lbs)	18,769

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

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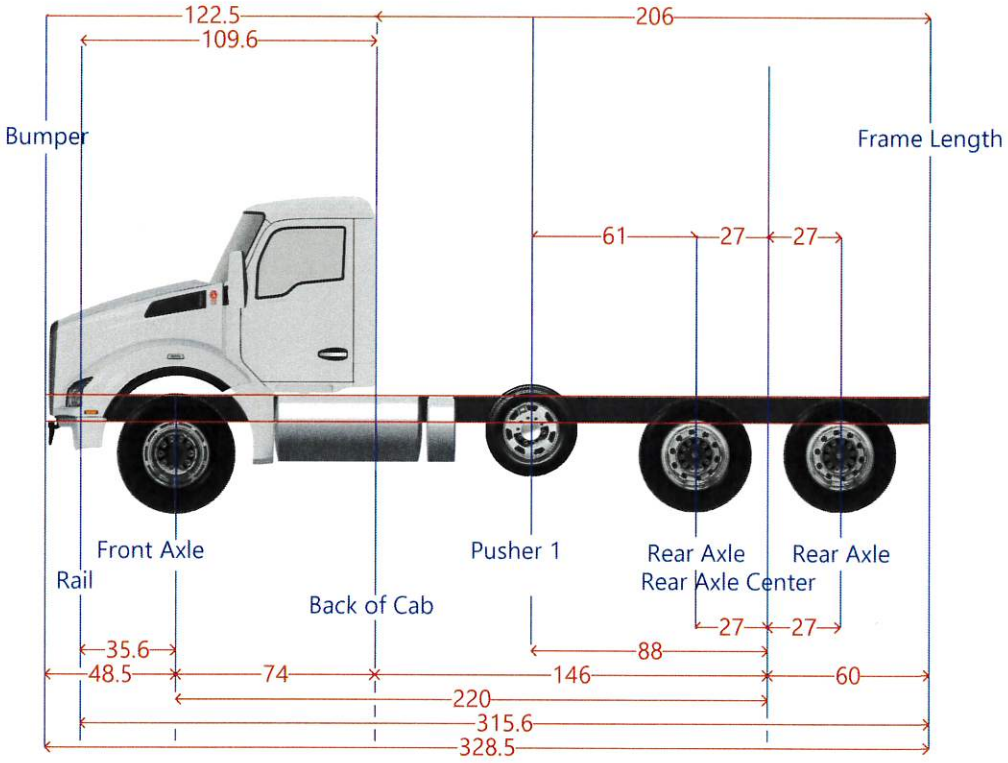
Shipping Destinations

Intermediate Destination:

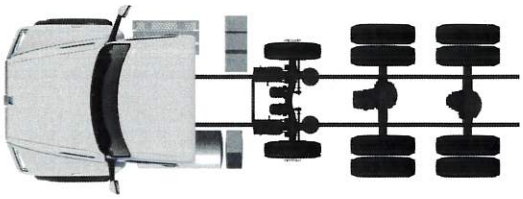
Final Destinations	Quantity

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	193	247
Bumper to Back of Cab	122.5	-48.5	74
Bumper to Front Axle	48.5	-48.5	0
Bumper to Front Frame	12.9	-48.5	-35.6
Cab to End of Frame	206.0	74	280
Cab to Rear Axle	146.0	74	220
Effective Bumper to Back Of Cab	122.5	-48.5	74
Frame Length	315.6	-35.6	280
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	35.6	-35.6	0
Load Space	206.0	74	280
Overall Length	328.5	-48.5	280
Overhang	60.0	220	280
Pusher Offset #1	-34.0	193	220
Pusher Offset #2	27.0	193	220
Pusher Offset #3	27.0	193	220
Tag Offset	27.0	220	247
Wheelbase	220	0	220

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 220)

Sales Code	Description	Length	Side
7210110	Fuel Tank: 110 US Gallon 24.5 in. Aluminum Under	55	Left
7722153	Small Round DEF Tank, 14 Gallons.	10.2	Left
6401233	Steel Cantilever Battery Box BOC with smooth	15.2	Right

WILLIAMSEN-GODWIN TRUCK BODY CO.

Williamsen-Godwin Dump Bodies are Manufactured in the USA with American Made Steel

Date
April 10, 2025
Kenworth Sales Spokane
6420 East Broadway
Spokane, WA 99212
Attn: Shane Peterson

Expiration Date: 05/10/2025

Quote Number: DH-6617
Order Number:
Mfg. Number:
Del Date: Nov-Dec 2025

Ref.:

Make	Model	Year	VIN#	CT 137"-140"	Weight 7125 lbs.

It is with pleasure we furnish the following quotation for your consideration:

	WG16TS-IB-T	Williamsen-Godwin Tapered Side Dump Body, 16' 14.1 – 17.6 CU. YD. Capacity, Sides Tapered From 45" at Front to 35" at Rear, Tailgate 45" High, 86" I.D. x 98" O.D. (100% Continuous welded)	
	Front	Front End: 62" High **3/16" AR450 steel**, top cap and stiffeners to be 1/4" Domex 100K steel	
	Front	Shovel holder on front of body, left hand side	
	Front	Inboard cylinder housing for Hyva base lift hoist, doghouse made of 1/4" 100K material.	
	Front	Tarp housing integrated into front head sheet	
	Front	Install cylinder in body with front lift assembly	
TS Series	Side	Sides taper from 45" to 35" 10 ga. grade 50 hi-strength steel with full length 6" sloping boxed top rail, 6" deep sloping bottom rail. Rear (Dirt shedding) corner post is boxed 7 ga. grade 50 hi-strength steel, 6" wide extra deep for added strength to rear end, to accept recessed taillights, flush mounted upper tailgate hinges, **4" I.D. sideboard pockets** front and rear, **3/16" AR450 inner panel** to form double wall construction std.	
	Side	Two (2) horizontal side braces	
	Side	Step mounted on top of lower rail with grab handle above, left hand side of body towards front	
	Side	Step mounted on top of lower rail with grab handle above, right hand side of body towards front	
	Side	Install 4" x 10" rough cut wooden sideboards.	

	Tailgate	Sloping Tailgate, (45") 10 ga. grade 50 hi-strength steel, boxed perimeter, sloped bracing, two formed horizontal sloping center braces, **1/4" AR450 steel** inner panel to form double wall. 1" cast steel upper hinge, 1-1/4" hinge pins greaseable, 1-1/4" solid steel cross shaft, cast steel over lock hardware, tailgate locked by over center hardware at rear of body.	
	Tailgate	Air tailgate hardware, over center locking hardware with air-to-air cylinder, electric over air control, valve, and electric toggle switch nylon air tubing, fitting, etc. for electric over air operation.	
	Tailgate	Combination drop and spreader tailgate chains, 3/8" chain with upper and lower chain catches on corner posts.	
	Floor	Floor, **1/4" AR450** quenched and tempered abrasion resistant steel floor, one piece (No Seams) with radius from side to floor.	
	Understructure	Crossmemberless with 8" x 15# wide flange structural steel "I" beam longitudinals. 1/4" full width, 8" deep rear cross member with return flanges.	
	Understructure	Sloping rear bar (Asphalt rear end)	
	Lights 331.04.091	6" oval LED sealed light system: LED side clearance lights and rear marker lights, LED combination stop, tail, and turn lights, LED back up lights recessed into rear corner post, LED rear I.C.C. lights furnished with mount bracket and sealed wiring harness, separate reflectors. (Wiring, lights and reflectors shipped loose)	
	Prime	Wheelabrated body to bright white finish, zinc powder coat primer.	
	Paint	Finish paint with one color PPG urethane (Silver) **(PESSS37672)**	
Hyva	63-137B P70594184	Base lift trunnion mounted, telescopic hoist NTEA Class 120 Cylinder, 41.8 Ton @ 50 degrees includes the following: body guides, front lift cylinder mount, cylinder to body lift straps and dual body safety props. Body lift straps utilize grease less fiber, self-lubrication bearings.	
	PCONV-WG-2 HYVA PTO HYVA Pump HYVA Tipper valve	(WG-2) includes detent in down position, 25' of air tubing, 7 rockers, 2 momentary, 5 on/off, brushed SS lid, 14" tall, HYVA PTO, HYVA DM Pump and Tipper Valve.	
	AOTSLIM	35-gallon steel reservoir 4.375" wide x 40" tall x 52" wide	

WILLIAMSEN-GODWIN TRUCK BODY CO.

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	ARH600SD P2300A-467H PAPSV-100-A	Rear hinge/hitch plate assembly for pup trailer towing (P/N ARH600SD) with Model 2300 Premier air shock hitch assembly Diversion valve assembly electric over air operated with hydraulic line to rear for Pup trailer with quick coupler. Includes relocating air and electrical lines at rear furnished with chassis. Wired to 6way connector at rear for Pup trailer. Includes relocating air and electrical lines at rear furnish with chassis.	
	Cab Protector	20" x 74" wide 10-gauge grade 50 steel with no riser, installed, Centered on front bulkhead (Double check for proper clearance.)	
	TARPWOHOUSING	Tarp system electric kit with relay and switch, ¾" bearing, 84" x 20' mesh tarp, Tarp bow set, Tension bow set, 4-spring pivot set, tarp axle. (Use with integral tarp housing in front headboard)	
		Install body, hoist, with PTO, hydraulic oil, hoses, fittings, and mud flaps behind drivers. Complete installation, painted and ready for service.	
		CT = 137" min – 140" max Overhang = 18"	
		F.O.B. Salt Lake City, Utah	
		Delivery times are subject to change based on when the order was received and when chassis arrives at the upfit facility. All completion dates are approximate.	
		Due to the uncertainty of the metal commodities and other related products, **prices will be good for 30 days only from date of estimate**. All estimates are subject to all price increases and prices may change without notice at any given time.	

Sub-Total	$53,082.00 ea.
State Tax	N/A
FET	N/A
Freight	TBD
Total	TBD

	TERM AND CONDITIONS OF SALE
	Signature of customer will constitute a binding order
Orders	All orders are subject to acceptance by an officer of Williamsen-Godwin Truck Body Company
Performance	Williamsen-Godwin shall not be liable for failure to complete the order in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delay in transportation, or other causes beyond its reasonable control.
Warranty	Standard 1 year on Williamsen-Godwin manufactured parts and 1 year on labor from the date of invoice. Contact Williamsen-Godwin for further details and optional warranty coverages.
Cancellation	No order can be canceled once accepted by Williamsen-Godwin without written request by the customer and approval by an officer of Williamsen-Godwin. Cancellation fees may apply.
Payment	**3% 10 Day Net 30 days.**
	Any credit card charges of $2,500.00 or more will be charged a 3% processing fee
Prices	All orders are subject to current prices in effect on date of shipment.

1925 WEST INDIANA AVE • SALT LAKE CITY, UTAH 84104-3610 • TOLL FREE 800.828.9847 • 801.973. 9400 • FAX 801.973.2838
MAILING ADDRESS: PO BOX 26864 • SALT LAKE CITY, UTAH 84126-0864

Completed Orders	Orders ready for delivery must be received or shipped by the customer within 30 days or result in the loss of any quick pay discounts and are subject to sale to the open market.
F.O.B. Point	Unless otherwise stated, all prices are F.O.B. point of manufacture.
Freight	All freight rates are subject to change without notice
Taxes	Unless specifically stated, prices listed do not include federal, state, city, or other excise, occupation, sales, use, or similar taxes, which are extra and are to be added at rates in effect at time of shipment. If federal excise taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.

Sincerely,

David C. Heinze

WILLAMSEN•GODWIN
TRUCK BODY CO.

Accepted By:

_____

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/21/2025

Committee Agenda type: Consent

Council Meeting Date: 05/12/2025

Date Rec'd	4/15/2025		
Clerk's File #	OPR 2025-0338		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 625-7706	**Requisition #**	RE #20734
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE JBINGLE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100- PURCHASE OF DUMP TRUCK FOR WATER (2 OF 2)		

Agenda Wording

Fleet Services would like to purchase one Kenworth T480 10 Yard Dump Truck from Kenworth Sales of Spokane using a Sourcewell Contract. (This is the second of two Water dump truck purchases.)

Summary (Background)

Water would like to replace an older dump truck used by the Hydrant Crew that has exceeded its economic lifecycle. A chassis has been located, and final specifications will be completed at a later date. Vehicle will be purchased from Kenworth Sales of Spokane using a cooperative Sourcewell contract. Total cost including sales tax is not to exceed $310,000.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	**$** 310,000
Current Year Cost	**$** 310,000
Subsequent Year(s) Cost	**$** 0

Narrative

Unit will be purchased using a cooperative contract following all City competitive purchasing rules. Replacing older, higher use units reduces maintenance costs and tailpipe emissions.

Amount		**Budget Account**
Expense	**$** 310,000	**#** TBD
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Reserves

Is this funding source sustainable for future years, months, etc?

Yes

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	GIDDINGS, RICHARD	**PURCHASING**	PRINCE, THEA
Division Director			
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
	rgiddings@spokanecity.org
Tprince@spokanecity.org	kyoung@spokanecity.org

KENWORTH

KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE, Washington 99202
United States of America

Shane Petersen
Cell Phone:
Office Phone: 509-534-2643
Email: spetersen@kwsco.com

RICHARD GIDDINGS
Cell Phone: 509.625.7706
Office Phone: 509.625.7706
Email: rgiddings@cityofspokane.org

Vehicle Summary

Unit	
Model:	T480 Series Conventional
Type:	FULL TRUCK
Description 1:	T480 10 YD DUMP PLOW
Description 2:	WATER DEPT MATT MEEK

Application	
Intended Serv.:	Snowplow: Vehicles which are configured
Commodity:	Gravel/Crushed Rock/Sand

Body	
Type:	End Dump
Length (ft):	13
Height (ft):	13
Max Laden Weight (lbs):	4000

Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions	
Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	46000
G.C.W. (lbs):	80000
Road Conditions:	
Class A (Highway)	88
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	2
Class D (Off-Road)	0
Maximum Grade:	8
Wheelbase (in):	198
Overhang (in):	75
Fr Axle to BOC (in):	69.5
Cab to Axle (in):	128.5
Cab to EOF (in):	203.5
Overall Comb. Length (in):	337

Special Req.

U.S. Domestic Registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

KENWORTH

Sales Code	Std/ Opt	Description	$ List	Weight
Model				
0000480	S	**T480 Series Conventional**	124,587	**10,386**
0071001	O	**T480 Vocational Hood**	0	**0**
0080101	O	**CARB Low NOX Omnibus Registration Guidelines** Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0	**0**
0080314	O	**EPA Clean Idle Label - PACCAR PX Engines**	36	**0**
0090162	O	**T480 Tandem**	0	**0**
0098447	O	**State of Registry: Washington**	0	**0**
Engine & Equipment				
0130226	O	**PACCAR PX-9 370 370@1600 1250@1200, 2024** With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 YES...Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,568	**0**
1000046	O	**EPA Emissions Warranty Engine**	0	**0**
1000151	S	**PremierSpec**	0	**0**
1000244	O	**Gearing Analysis: Balance** power/economy blend results.	0	**0**
1000255	O	**Customer's Typical Operating Spd: 68 MPH**	0	**0**

Actually a Cummins engine rebranded as PACCAR.

Sales Code	Std/ Opt	Description	$ List	Weight
1000344	O	**EWI Tracking - A2 Engine Module Chassis**	0	**0**
1000525		**RegistrationYear** Year of Registration: 2025	0	**0**
1000684	O	**Effective VSL Setting NA**	0	**0**
1000858	O	**Engine Idle Shutdown Timer Disabled**	0	**0**
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	**0**
1002060	S	**Air Compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0	**0**
1041399	S	**Air Cleaner: MD Composite Engine Mounted**	0	**0**
1105232	O	**Fan Hub: Horton Variable Speed** For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	702	**0**
1121233	O	**Cooling Module: 2.1M MD Vocation Hood** 1000 Square Inches	748	**10**
1160213	O	**Bug Screen: Front of Grille Mounted**	132	**2**
1247263	O	**EXH: Single Can 2024 RH Under with RH** Side-of-Cab Vertical Tailpipe	1,217	**0**
1290136	O	**Tailpipe: 5 in. single 36 in. 45 degree curved.**	222	**15**
1321102	S	**Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9** Fuel/water separator for 2021 and later engines.	0	**0**
1321205	O	**Run Aid:Fuel Heat** *For Fuel Filter	41	**0**
1321305	O	**Start Aid:12V Heat** *For Fuel Filter	22	**1**
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	238	**0**
1504006	O	**Block Heater: PACCAR 750 watt 120V for PX-7** and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	26	**2**
1700149	O	**Retarder: Jacobs for PX-9 and ISL With** 3-way switch. Replaces the standard turbo brake for PX-9 engines.	2,482	**57**
1816260	S	**Alternator: PACCAR 160 amp, Brush Type**	0	**0**
1821210	O	**Batteries: 3 PACCAR GP31 Threaded Post (700-730)** 2100-2190 CCA dual purpose.	179	**62**
1836106	S	**Mitsubishi 105P55 12V Starter with Cummins and PX** PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.		
1840066	O	**Cab Power Cutoff SW on Cab Floor** NFPA Compliant - Engine Shut off. Includes gauge.	318	**2**
1900996	O	**Jump Start Terminals Under Hood.**	85	**0**
1901017	O	**Remote PTO/Throttle, 12-Pin, Engine Bay** Remote Control Provision	34	**0**
Transmission & Clutch				
2011613	O	**Transmission: Allison 3000RDS 6-speed, With PTO** drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,721	**443**
2406452	O	**Driveline: 2 Dana SPL170XL 1 Centerbearing**	439	**16**
2409941	S	**One Heavy-Duty One-Piece Aluminum Crossmember** This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	**0**
2410018	O	**Torque Converter Included W/ Allison** Transmission.	0	**0**
2410153	O	**Push Button Shifter Controls, Center Console** Mounted for Allison Transmission. 2.1m Medium Duty only.	0	**0**
2410204	O	**Allison Fuel Sense: Delete**	0	**0**
2410244	O	**J1939 Park Brake Auto Neutral**	0	**0**
2410310	O	**Allison Neutral at Stop**	0	**0**
2429358	O	**Rear Transmission Support Springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	93	**0**
2429377	O	**Customer Installed Transmission PTO in the Top** Mounted position (1 o'clock) for Allison 3000 & 4000 transmissions.	0	**0**
2460069	O	**Transmission Cooler: Automatic Transmission** For use with 2.1M MD with Vocational Hood. Includes cooler protector.	1,218	**38**
Front Axle & Equipment				
2516006	O	**Meritor MFS20 20K 3.74in. Drop Wide Track.**	2,611	**139**
2621078	O	**Front Brakes: 22K Bendix ES S-Cam 16.5x6 in.**	-60	**-46**
2690035	O	**Front Brake Drum: 22K 16.5x6 in. cast.**	39	**104**
2702020	O	**Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt**	289	**80**

Sales Code	Std/ Opt	Description	$ List	Weight
		16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.		
2741970	S	**ConMet PreSet Plus Hub Package; Front Axle.**	0	**0**
2750001	S	**Hubcap: Front Vented.**	0	**0**
2765001	S	**Front Auto Slack Adjuster for Drum Brakes.**	0	**0**
2865025	O	**Front Springs: Taperleaf 20K W/ Shock Absorbers** w/ maintenance-free elastomer spring pin bushings.	248	**99**
2895305	O	**Dual Power Steering Gears: 18/20K**	1,122	**75**
2899336	O	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	364	**11**
2900058	O	**30 mm Front Suspension Spacer Block**	0	**0**
2900612	O	**Threaded Front Spring Bushings in Place of** elastomeric.	66	**0**
Rear Axle & Equipment				
3142160	O	**Dual Meritor RT46-160 Rear Axle rated at 46K.** Tandem rear axles.	10,748	**2,745**
3200489	O	**Rear Axle Ratio - 4.89.**	0	**0**
3334004	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Bendix ES-extended service S-cam.	0	**0**
3392005	O	**Dual Rear Brake Drums: Cast.** For use with 16.5X7" or 16.5X8.625" brake.	0	**0**
3407050	O	**Dual Rear Hubs: Aluminum Hub Pilot 46K;** 11.25" bolt circle. Requires "R" series outer ends.	0	**0**
3441972	O	**ConMet PreSet Plus Hub Package; Dual Rear Axle.**	0	**0**
3465002	O	**Tandem Rear Axle Automatic Slack Adjusters.** For use with drum brakes.	0	**0**
3485207	O	**Spring Brake: 3030 Long Stroke Dual 30 Square** inches travel. For drum brakes. Helps keep brakes in adjustment longer.	102	**4**
3495226	S	**Bendix 4S/4M Anti-Lock Brake System.**	0	**0**
3500057	O	**Interaxle Driveline: 1 Dana SPL170XL** Tandem Rear Axles Only	545	**96**
3511420	O	**Driver Controlled Differential Lock (Crosslock)** for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,228	**39**
3573111	O	**Separate Switch for Dual Axles:** differential lock or crosslock.	16	**0**
3742940	O	**Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.** 54 in. axle spacing, 16.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 11.5 in. Laden Height: 9.5 in.	5,673	**482**

Sales Code	Std/ Opt	Description	$ List	Weight
Tires & Wheels				
4080019	O	**Front tires: Continental HAC3 425/65R22.5 20PR** with pressure sensor included	1,402	**146**
4280946	O	**Rear Tires: Continental HDL 3 ECO+ 11R22.5 14PR**	948	**88**
4900008	O	**Rear Tire Quantity: 8**	0	**0**
5045218	O	**Front Wheel: Alcoa 82462 22.5x12.25 aluminum,** with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	728	**-3**
5242258	O	**Rear Wheel: Accuride 50291 white 22.5X8.25** heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	400	**88**
5853906	O	**Powder Coat White Steel Wheel. Use in Conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	**0**
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	**0**
Frame & Equipment				
6056400	O	**Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.** to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	534	**389**
6141400	O	**Full Steel Insert: for 10-5/8 in. or 10-3/4 in.** Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	1,843	**638**
6302460	O	**Bumper: Tapered Painted Steel Channel.** Requires a bumper setting code.	614	**65**
6319064	O	**64 in. Bumper Setting. Requires a Bumper Code.**	0	**0**
6321010	S	**Front Tow Loops: Two**	0	**0**
6340040	O	**Rear Engine PTO: PX-9, ISL9** Torque Capacity 435 lb-ft continuous, Drive ratio 1.15:1. Includes access provision in toe board.	4,138	**150**
6390034	O	**24 in. Frame Rail Extensions. Vocational Hoods** only.	360	**36**
6391201	O	**Custom Frame Layout: One Chassis** **CFL F/T:** AS FAR FORWARD AS POSSIBLE	1,380	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		CFL C/M: 1ST XMEMBER BEHIND CAB, WE NEED 36" OR MORE FROM BACK OF CAB **CFL A/D:** INSIDE AND UNDER FRAME RAIL **CFL DEF:** AS FAR FORWARD AS POSSIBLE **CFL A/T:** INSIDE AND UNDER FRAME RAIL **CFL BBX:** AS FAR FORWARD AS POSSIBLE		
6400644	O	**Battery Box Cantilever Aluminum BOC with Smooth** natural finish aluminum cover.	486	**19**
6409901	S	**Battery Box Location: LH Side.**	0	**0**
6451125	S	**DPF/SCR Box Natural End Plates and Natural** cover.	0	**0**
6490139	S	**Heavy-Duty One-PC Aluminum Intermediate/ Fill-In** crossmember.	0	**0**
6490433	S	**Heavy-Duty 5-Piece Rear Cab Support, Hucked** assembly. Huck fastened to frame.	0	**0**
6679857	O	**Final End-of-Frame Cut-Off Dimension Will be** modified to 46 in. to 50 in.	0	**0**
6679995	O	**Customer Will Install Structural End-of-Frame** crossmember before vehicle is placed in service.	0	**0**
6721125	O	**Delete Mudflap Arms: Dealer/ Customer Responsible** for installation of arms.	-33	**-12**
6723000	O	**Delete Mudflap Shields-Dealer/Customer** responsible for installation of shields.	0	**-8**
6742009	S	**Square End-of-Frame W/O Crossmember; Non-Towing.**	0	**0**
Fuel Tanks & Equip				
7140060	O	**60 US Gallon D-Shape Rectangular Aluminum Under** fuel tank, replace. With non-slip step.	108	**23**
7722170	S	**Small DEF Tank, 5.5 Gallons.**	0	**0**
7840038	O	**Polished Cover for 1 DEF Tank Any Size.**	254	**3**
7889061	O	**Polished Stainless Steel Tank Straps for 1 Tank.**	89	**0**
7889208	O	**DEF to fuel fill ratio between 1.25:1 and 2:1.**	0	**0**
7889245	O	**Anti-Siphon Device in Fuel Tank Filler Neck.** For any number of fuel tanks.	46	**1**
7889614	S	**DEF Tank Location is LH BOC. For 2.1M Medium-Duty**	0	**0**
7920060	O	**Location: 60 gal fuel tank LH under cab**	0	**0**
Cab & Equipment				
8024311	S	**Cab: Stamped Aluminum with Curved Windshield** LED markers. Requires seperate roof code.	0	**0**
8090153	O	**Hood: Sloped Vocational w/ Stationary Grille** w/ Chrome Crown	1,984	**-24**
8108003	O	**Ember Filter For Cabin Air.**	33	**2**

Sales Code	Std/ Opt	Description	$ List	Weight
		Used to keep embers out of the HVAC filter element. Cannot be used with code 8108002.		
8108011	S	**Cab HVAC - Day Cab and 40 in. Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	**0**
8201013	S	**Steering Wheel: 18 in. 4-Spoke.**	0	**0**
8201200	S	**Adjustable Telescoping Tilt Steering Column.**	0	**0**
8203060	O	**5 Sets of Keys. Replaces Standard 2 Sets of Keys.**	34	**0**
8203196	O	**Dash Mounted Compact Trailer Brake Valve.** Self Returning.	0	**0**
8205135	O	**Information for Customer-Installed PTO Muncie** 10-bolt.	0	**0**
8205177	O	**Dash Switch:1st Allison-Mounted PTO.** Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	167	**0**
8220106	O	**Gauge: Dash Mounted Air Filter Restriction Gauge.**	122	**0**
8221105	O	**Gauge: Air Application Gauge.**	46	**0**
8222409	O	**Gauge: DD Virtual Gauge - Air Filter** Restriction	0	**0**
8222411	O	**Gauge: DD Virtual Gauge - Eng Pto Hour**	36	**0**
8222413	O	**Gauge: DD Virtual Gauge - Manifold** Pressure Boost	0	**0**
8222414	O	**Gauge: DD Virtual Gauge - Engine Percent** Torque	0	**0**
8222418	O	**Gauge: DD Virtual Gauge - Engine Hours** Instrument Cluster	0	**0**
8222419	O	**Gauge: DD Virtual Gauge - Volts** Instrument Cluster	0	**0**
8222712	O	**Gauge: Fuel Filter Restriction Gauge.**	134	**0**
8222722	O	**Gauge: Manifold Pressure Gauge.** The NavPlus HD unit includes a virtual manifold pressure gauge.	26	**0**
8282024	S	**Main Instrument Package: 7" Digital Display** Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level,	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.		
8330591	S	**Interior Trim Package: 2.1M MD Gray Foam** Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410127	O	**Driver Seat: KW Air Seat HB Tough Cloth w/ Dual** Armrests/Susp Cover	226	0
8460106	O	**Rider Seat: KW Air Seat IB Tough Cloth w/o** Armrests/Susp Cover	170	0
8601432	O	**Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth**	405	0
8601875	O	**CB Radio: Cobra 29 W/Weatherband/DI Ant** Transceiver/Sound Tracker/Illum Panel W/Microphone Clip Mtd On Side	573	0
8698965	O	**Speaker Package For Cab: (2) Speakers** B-Pillar	56	0
8699017	O	**Telescoping Antenna: Mounted Behind LH Door.** Replaces Top-of-Cab Antenna.	61	0
8700158	O	**Removable Plate For Direct REPTO Access** Through Floor W/ Floormat/Carpet Cutout	87	0
8700161	O	**Footwell Light: Red Lens & Switch**	13	0
8700197	O	**Turn Signal: Non-Self Cancelling**	0	0
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0	0
8700501	O	**Metal Int Door Panel Kick Plates**	72	0
8700601	S	**Global Telematics Unit**	0	0
8800261	O	**Long Grabhandle RH Side Mounted to Side-of-Cab** exhaust. NFPA Compliant.	71	0
8800382	O	**Grabhandle: LH SOC Non-Slip Ergonomic** Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	139	3
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	**Kenworth Daylite Door With Standard LH/RH** electric door locks and LH/RH electric window controls.	0	0
8841411	S	**Single Air Horn Under Cab.**	0	0
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	0
8850842	S	**Mirror Shell: Dual Aero In-Mold Black**	0	0
8860852	O	**Mirror: Dual KW Aero Rear View** Motor, heated with Integral CX	66	0

Sales Code	Std/ Opt	Description	$ List	Weight
8871446	S	**Rear Cab Stationary Window 19in x 36in**	0	**0**
8879917	O	**Two Additional Outboard Windows 19in x 12in**	149	**10**
8890038	O	**3.5in x 11.5in Plastic Records Holder:Mounted On** Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	54	**0**
8890101	S	**One-Piece Bonded-In Windshield With Curved Glass.** Standard.	0	**0**
8890135	O	**Exterior Stainless Steel Sunvisor.**	720	**11**
8890356	O	**4 1/4" Molded Wheelwell Fender Extension.**	228	**0**
8890874	O	**Kenworth Cab Air Suspension.**	160	**0**
8891009	O	**Thermal/Sound Insulation Package**	270	**0**
8891011	O	**Roof: Raised Profile, Stamped Aluminum w/** Additional Head Room & Interior Overhead Storage	306	**0**
Lights & Instruments				
9010813	O	**Headlamps: Single Halogen Complex Reflector w/** Turn Indicator, Reflector and w/o DRL. Fender Mtd.	-3	**0**
9010951	O	**Daytime Running Lights Located in Bumper.** Driven by Chassis Height.	309	**3**
9022130	O	**Marker Lights: Five Rectangular LED. Chrome** housing. For use with raised roof only. Required with exterior sunvisor.	62	**0**
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	**0**
9060011	O	**Halogen Spotlight: LH Mounted.**	156	**4**
9080206	O	**Switch & Wiring: Customer-Installed Beacon Lights** with additional 20 ft jumper harness shipped loose.	203	**1**
9090049	O	**Omit Brake Light with Engine Brake.** Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	**0**
9090058	O	**Switch & Wiring: For Customer-Installed Plow** light. Includes circuit breaker.	156	**0**
9090180	O	**Backup Alarm: Tail Light Bracket Mounted Variable** self-adjusting 82-102 DBA.	134	**0**
9090302	O	**Junction Box: Mounted Behind Cab or Sleeper** Not Mounted at End of Frame.	135	**1**
9090316	O	**Junction Box: End of Frame**	235	**1**
9090849	O	**Polyswitches Replacing Fuses. Switch Will** automatically reset after removal of excess load.	43	**0**
Air Equipment				
9101219	O	**Air Dryer: Bendix AD-HF Extended Purge Heated** With Puraguard	31	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
9108001	S	**Moisture Ejection Valve W/ Pull Cable Drain.**	0	**0**
9110020	O	**Full Truck Kit** Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	938	**15**
9140020	S	**Nylon Air Tubing in Frame & Cab, Excluding Hoses** subject to excessive heat or flexing.	0	**0**
9140288	O	**Air Tanks: Clear of Transmission Area.** This code requires the use of a custom frame layout code.	0	**0**
9140328	O	**Trailer ABS Electric Supply Through SAE J560** 7-pin connector per TMC RP137).	0	**0**
Extended Warranty				
9200008	S	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	**0**
9200022	O	**Base Warranty - Standard Service Medium Duty** 12 months / Unlimited miles & km	0	**0**
9210402	O	**Allison 3000 Series Transmission Surcharge**	700	**0**
9212661	O	**TruckTech+ RD - 5YR Sub PACCAR PX Engines**	799	**0**
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine	0	**0**
Miscellaneous				
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	**0**
9490206	O	**Warning Triangle Reflector Kit: Shipped Loose.** Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	58	**4**
9490404	O	**One 5 lb. Dry Chemical Type Fire Extinguisher** mounted outboard of driver seat. Class ABC.	136	**11**
9490645	O	**Zinc Phosphate Frame Rail Paint Processing.** Requires frame rail code. Code is for 1 pair of rails.	314	**0**
9490647	O	**Zinc Phosphate Frame Insert Paint Processing.** Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	314	**0**
9491652	S	**EMUX Architecture**	0	**0**
Promotions				
9511124	O	**Model Year 2025 Engine**	0	**0**
Paint				
9700000	O	**Paint Color Number(s).** N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK	0	**0**

Sales Code	Std/ Opt	Description	$ List	Weight
		N9720 FRAME N0001 BLACK		
9943014	O	**Steel Bumper Painted Frame Color**	0	**0**
9943048	O	**Day Cab Bulk Paint**	0	**0**
9943050	S	**Day Cab Standard Paint**	0	**0**
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	**0**
9965510	S	**Base Coat/ Clear Coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	**0**

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	$196,025
Marketing and Service Support Fee	$1,555
Prepaid Freight	$3,775
Total Surcharge/Options Not Subject To Discount	$1,499
Total Weight (lbs)	16,528

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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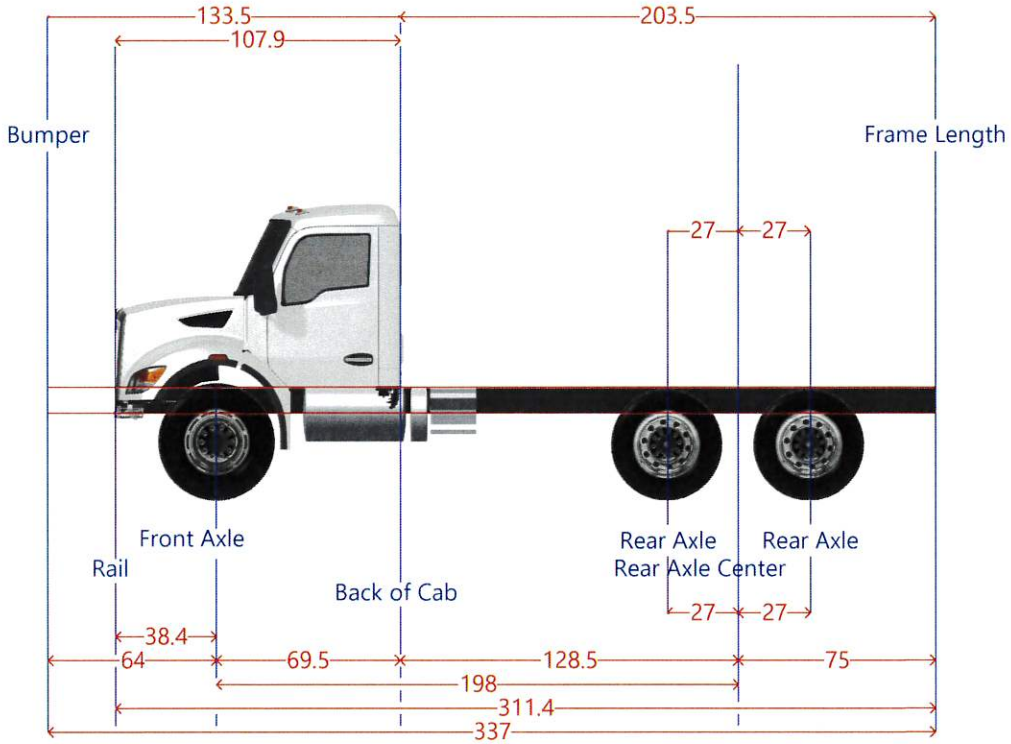
Shipping Destinations

Intermediate Destination:

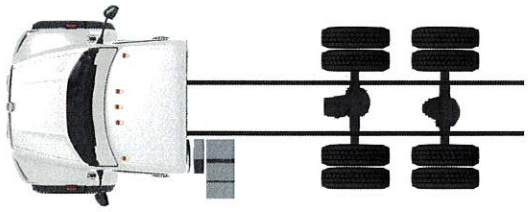
Final Destinations	Quantity

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	171	225
Bumper to Back of Cab	133.5	-64	69.5
Bumper to Front Axle	64.0	-64	0
Bumper to Front Frame	25.6	-64	-38.4
Cab to End of Frame	203.5	69.5	273
Cab to Rear Axle	128.5	69.5	198
Effective Bumper to Back Of Cab	133.5	-64	69.5
Frame Length	311.4	-38.4	273
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	203.5	69.5	273
Overall Length	337.0	-64	273
Overhang	75.0	198	273
Pusher Offset #1	27.0	171	198
Pusher Offset #2	27.0	171	198
Pusher Offset #3	27.0	171	198
Tag Offset	27.0	198	225
Wheelbase	198	0	198

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 198)

Sales Code	Description	Length	Side
7140060	60 US Gallon D-Shape Rectangular Aluminum Under	39.1	Left
7722170	Small DEF Tank, 5.5 Gallons.	6.6	Left
6400644	Battery Box Cantilever Aluminum BOC with Smooth	18.2	Left