

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



AGENDA FOR 12:00 P.M. MONDAY, FEBRUARY 9, 2026

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM February 9, 2026**, 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 #2499 426 9891; 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

Call to Order

Public Testimony

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - FEBRUARY 2026 - MARLENE FEIST (10 minutes)
2. TRANSPORTATION AND SUSTAINABILITY MONTHLY DIRECTOR'S REPORT- FEBRUARY 2026 - JON SNYDER (10 minutes)
3. UPDATE: THE EFFECTIVENESS OF THE ELIMINATION OF PARKING MINIMUMS - SPENCER GARDNER & TAMI PALMQUIST (10 minutes)
4. RESOLUTION APPOINTING KEVIN PICANCO, DIRECTOR OF INTEGRATED CAPITAL MANAGEMENT - MARLENE FEIST (5 minutes)
5. 6-YEAR STREET PROGRAM (2027-2032) ANNUAL UPDATE - KEVIN PICANCO (10 minutes)
6. EXCITING UPCOMING CONSTRUCTION PROJECTS - DAN BULLER (15 minutes)
7. EXPANDING THE SCOPE OF THE DOWL CONSULTING SERVICES CONTRACT - JON SNYDER (10 minutes)
8. PSAP - PROCUREMENT OF A 911 PHONE SYSTEM - MIKE FORBES (5 minutes)
9. PERSONAL SERVICES AGREEMENT WITH SPOKANE IMMIGRANT RIGHTS COALITION TO PROVIDE EMERGENCY AID AND ASSISTANCE FOR IMMIGRANT COMMUNITIES - MAGGIE YATES (5 minutes)
10. AMENDING CRITERIA FOR SAFE STREETS FOR ALL FUND - JACKSON DEESE (10 minutes)
11. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (5minutes)

Consent Items

1. EXPANDING THE SCOPE OF THE DOWL CONSULTING SERVICES CONTRACT (TRANSPORTATION & SUSTAINABILITY)
2. DOWL LLC AMENDMENT TRAFFIC CALMING STUDY 2022074 (INTEGRATED CAPITAL MANAGEMENT)
3. FERC 9TH PART 12D CONTRACT AMENDMENT – PHASE III (WATER & HYDROELECTRIC SERVICES)

4. 4320 PUBLIC RULE - INDUSTRIAL PRETREATMENT PROGRAM FEES (WASTEWATER MANAGEMENT)
5. CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES (SOLID WASTE DISPOSAL)
6. CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING AND REPORTING (SOLID WASTE DISPOSAL)
7. CONTRACT RENEWAL FOR SCAFFOLDING SERVICES (SOLID WASTE DISPOSAL)
8. CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT (SOLID WASTE DISPOSAL)
9. CONTRACT RENEWAL FOR CHEMICAL MANAGEMENT SERVICES (SOLID WASTE DISPOSAL)
10. LOW BID AWARD - WASHINGTON STEVENS GRIND AND OVERLAY 2023118 (ENGINEERING SERVICES)
11. LOW BID AWARD - SPOKANE SCHOOL WALK ROUTES 2024080 (ENGINEERING SERVICES)
12. LOW BID AWARD - HIGH VISIBILITY CROSSWALKS CITY WIDE 2024074 (ENGINEERING SERVICES)
13. LOW BID AWARD - GREENE-FREYA-HAVANA BRIDGES DECK MAINTENANCE 2023123 (ENGINEERING SERVICES)
14. LOW BID AWARD - FISH LAKE TRAIL PHASE 1 2023106 (ENGINEERING SERVICES)
15. LOW BID AWARD - CHESTNUT STREET BRIDGE SCOUR 2022093 (ENGINEERING SERVICES)
16. LOW BID AWARD - 3RD AVENUE AND STEVENS STREET GRIND AND OVERLAYS 2024062 (ENGINEERING SERVICES)
17. LOW BID AWARD - 2026 STREET MAINTENANCE CURB RAMPS 2025042 (ENGINEERING SERVICES)
18. LOW BID AWARD - 2025 CYCLE 13 TRAFFIC CALMING 2025046, 47, 48 (ENGINEERING SERVICES)
19. LOW BID AWARD - 2025 ARTERIAL PAVEMENT REPAIR 2025056 (ENGINEERING SERVICES)
20. LOW BID AWARD - PACIFIC AVENUE GREENWAY - HOWARD TO SHERMAN 2022069 (ENGINEERING SERVICES)

Executive Session

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

- . **Adjournment**
- . **Next Meeting**

Next Public Infrastructure, Environment & Sustainability Committee

The next meeting will be held at the regular date and time of **12:00 PM. March 9, 2026.**

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 Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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:** 02/09/2026**Committee Agenda type:** Information Only**Date Rec'd**

1/28/2026

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

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - FEBRUARY 2026

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 Division 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 Division 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 Division 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 Division 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 services 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	\$
<u>Narrative</u>	
Amount	Budget Account
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
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
mfeist@spokanecity.org	cavertyt@spokanecity.org
mmarroquin@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

Date Rec'd		1/29/2026
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	Resolutions	
Council Sponsor(s)	KKLITZKE ZZAPPONE	
Sponsoring at Administrators Request	NO	
Lease? NO	Grant Related? NO	Public Works? NO
Agenda Item Name	RESOLUTION APPOINTING KEVIN PICANCO, DIRECTOR OF INTEGRATED	

Agenda Wording

A resolution appointing Kevin Picanco as the Director of Integrated Capital Management.

Summary (Background)

Kevin Picanco was selected for appointment to the position by Mayor Lisa Brown and is being presented for confirmation to the Director of Integrated Capital Management.

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	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
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	
Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
mfeist@spokanecity.org	cavertyt@spokanecity.org
eschoedel@spokanecity.org	mmarroquin@spokanecity.org

RESOLUTION 2026-0012

A Resolution approving the appointment of Kevin Picanco as Director of Integrated Capital Management for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Kevin Picanco as Director of Integrated Capital Management for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kevin Picanco as Director of Integrated Capital Management.

ADOPTED BY THE CITY COUNCIL ON _____, 2026

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Information Only**Date Rec'd**

2/3/2026

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

2026015

Council Meeting Date:**Submitting Dept**

INTEGRATED CAPITAL

Bid #**Contact Name/Phone**

KEVIN PICANCO 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**

6-YEAR STREET PROGRAM (2027-2032) ANNUAL UPDATE

Agenda Wording

Kick-off of the annual update of the 6-year Street Program for 2027-2032.

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?

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?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
N/A	
Amount	Budget Account
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	
Dept Head	Additional Approvals
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
	eraea@spokanecity.org
kpicanco@spokanecity.org	nsulya@spokanecity.org
tax&licenses@spokanecity.org	icmaccounting@spokanecity.org

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/4/2026

Clerk's File #

OPR 2026-0126

Cross Ref #**Project #****Council Meeting Date:** 02/09/2026**Submitting Dept**

POLICE

Bid #

PIGGYBACK

Contact Name/Phone

MIKE FORBES 435-7029

Requisition #

TBD

Contact E-Mail

MFORBES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KTELIS MCATHCART

Sponsoring at Administrators Request

NO

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

PSAP - PROCUREMENT OF A 911 PHONE SYSTEM

Agenda Wording

Consideration of a contract with Carbyne to provide the City's next-generation cloud-based 911 call handling platform, including support for 311/non-emergency capabilities. Carbyne will serve as the primary entry point for voice and digital emergency communications, improving resiliency, redundancy, and continuity of operations. This item supports the City's development of a primary PSAP by establishing a reliable call intake system with strong uptime and failover options. Approval authorizes contract execution and implementation planning.

Summary (Background)

Carbyne is a cloud-based 911 call handling and incident intake platform that will serve as the City's primary entry point for emergency and non-emergency communications. The City selected Carbyne to support development of our primary PSAP by providing a resilient, modern system with redundancy, failover capability, and continuity of operations during outages or major incidents. Carbyne will enable both traditional 911 voice calls and digital communications and is designed to serve as the intake layer for 311/non-emergency requests. This investment supports long-term public safety modernization by implementing a reliable, accessible, and service-oriented system for the community. Carbyne is currently in use in major U.S. cities and by Washington State PSAPs.

What impacts would the proposal have on historically excluded communities?

This proposal supports equitable access to emergency and non-emergency services by expanding communication options beyond traditional voice calls. Carbyne supports TTY, Text-to-911, and enhanced digital reporting pathways such as multimedia-based communication (e.g., photos/video where appropriate). These capabilities improve access for community members who are Deaf/Hard of Hearing, have speech disabilities, or face barriers to placing a voice call. The City is also pairing this procurement with AI-enabled translation for voice and text, improving access for residents with limited English proficiency (procurement

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?

Call and request activity will be tracked through system reporting and operational metrics (e.g., call type, communication method, language needs, and service outcomes), and analyzed to identify service gaps and opportunities for improvement. The City will evaluate utilization of access features such as Text-to-911, TTY usage, and translation services to ensure they are reaching the community effectively. Data will be reviewed in coordination with public safety leadership and City reporting practices to monitor for potential disparities and inform future outreach, training, and service design improvements.

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

The City will measure effectiveness using operational performance indicators such as availability/uptime, failover performance, call answer performance, and adoption of digital communication methods. The City will also monitor quality and outcomes through internal QA processes, supervisor review, and periodic reporting to ensure the system supports dispatcher workflows and community needs. Feedback from dispatch staff and leadership will be incorporated throughout implementation to validate functionality, training effectiveness, and long-term sustainability.

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 City priorities focused on public safety modernization, service accessibility, and resilient critical infrastructure. Implementing a cloud-based 911 intake platform strengthens continuity of operations and supports reliable service delivery during outages and major incidents. The solution supports improved access for the community through multi-modal communications, and positions the City to expand non-emergency and service-oriented options such as 311.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost	\$ 436,553.12		
Current Year Cost	\$ 436,553.12		
Subsequent Year(s) Cost	\$ 267,360.00		
<u>Narrative</u>			
Current year costs include implementation fees. Future years (2 - 5) are \$267,360 annually. Total cost for five years is: \$1,505,993.12			
Amount			
Budget Account			
Expense \$ 436,553.12	# 5901-79226-94280-56406-99999		
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	GBYRD	PURCHASING	GBYRD
Division Director	GBYRD	PS EXEC REVIEW	YATES, MAGGIE
Accounting Manager	GBYRD		
Legal	GBYRD		
For the Mayor	GBYRD		
Distribution List			
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Shawna Ernst - sernst@spokanepolice.org		Kyle Haugen - khaugen@spokanecity.org	
Brett Mulgrew - brettm@carbyne.com		Maggie Yates - myates@spokanecity.org	
Jason Nechanicky - jnechanicky@spokanecity.org		Matt Cowles - mcowles@spokanepolice.org	



CITY OF SPOKANE
CONTRACT
**Title: APEX CALL HANDLING SOFTWARE
AND SUBSCRIPTION SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **CARBYNE, INC.**, whose address is 45 W. 27th Street, Floor 2, New York, New York 10001-7065, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide APEX Software Subscription Purchase, Services and Support for the Spokane Fire Department, in accordance with Company's Quote ID #Q-00498 dated December 19, 2025, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall become effective upon the date of the last signature hereto by all parties. The Solution subscription term will last for five (5) years and will continue through May 31, 2031, ("APEX End Date"), unless amended in writing by either party. No automatic renewal clauses apply to this Contract.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND TWENTY-SEVEN AND 40/100 (\$1,858,027.40)**, plus tax if applicable, see Carbyne Quote attached hereto as Exhibit B for everything furnished and done under 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.
4. **PAYMENT.** The Company shall send its application for payment to Spokane Fire Department, Administrative Office, 44 West Riverside Avenue, Spokane, Washington 99201-3317. **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. City Clerk's Office OPR number set forth in this Contract must be referenced on all POs.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
7. **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 this Contract.

8. TERMINATION. Termination of this Contract is governed by Exhibit B Section 12.

Notwithstanding Exhibit B Section 12, or any other provision of Exhibit B, the City shall not be obligated for any payments or performance under this Agreement in any future fiscal year unless and until funds for this Agreement have been specifically appropriated by its governing body in the annual budget. If funds are not appropriated for any subsequent fiscal year, this Agreement shall automatically terminate at the end of the then-current fiscal year without penalty or further liability to the City, and the City will provide written notice to the Contractor. The Contractor agrees that its sole remedy for such termination shall be to cease performance and receive payment for services rendered up to the effective date of termination.

9. 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;
- 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. **Cyber/Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least \$5,000,000 per claim and in the aggregate.

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) to the City before execution of this Contract. Within five (5) business days after execution of this Contract, the Company shall provide, and the City shall have received, a Certificate of Insurance (COI) that clearly specifies 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. No work may be conducted under this Contract unless and until such COI is received by the City. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. No limitation of liability terms shall apply to this contract

10. 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 in performing the professional services at the City's site(s) under this Agreement, including attorneys' fees and litigation costs finally awarded by a court of competent jurisdiction or as agreed to in settlement; provided that nothing herein shall require Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely or contributorily (up to the amount of the contribution) 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 related to such employee's performance under this Agreement, 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.

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

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

13. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform industry standard general practice.

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 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.

15. 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.

16. AUDIT / RECORDS. The Company 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 Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such 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.

17. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company’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, except for materials and information which are marked as proprietary to Company, or which may endanger the public safety if it is disclosed. In the event that City gets a valid public records request for Company’s materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company 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.

18. 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.

CARBYNE, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Company’s Quote ID #Q-00498 dated December 19, 2025 with attached Terms and Conditions.

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

EXHIBIT B

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/4/2026

Clerk's File #

OPR 2026-0127

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MAGGIE YATES 6779

Requisition #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON

Sponsoring at Administrators Request

YES

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

PERSONAL SERVICES AGREEMENT WITH SPOKANE IMMIGRANT RIGHTS

Agenda Wording

Personal Services Agreement with Spokane Immigrant Rights Coalition to provide emergency aid and assistance for immigrant communities.

Summary (Background)

The purpose of this Agreement is to provide Emergency Aid and Assistance for Immigrant Communities under a "Community Justice Fund for Immigrants". The term of this Agreement begins on January 1, 2026, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. Total compensation under this agreement will not exceed \$100,000.00. The SIRC Community Justice Fund Project with the Spokane Immigrant Rights Coalition will help stabilize immigrant families facing a crisis and make systemic changes by implementing strategies in accordance with the Letter of Intent from the SIRC dated September 17, 2025, attached. SIRC to receive and distribute funds from the City of Spokane for emergency aid and assistance for immigrant communities.

What impacts would the proposal have on historically excluded communities?

The purpose of this agreement is to provide Emergency Aid and Assistance for Immigrant 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?

The Spokane Immigrant Rights Coalition must maintain written policies and procedures that address: - How individuals/families across all impacted immigrant and refugee communities can submit a request for support; and - Ensure disbursements are inclusive and equitable across all of Spokane’s immigrant/refugee communities by tracking applicants’ reported nationality, zip code, family size and identified use of funding.

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

The Spokane Immigrant Rights Coalition must report disbursement data to the City on a quarterly basis.

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	\$ 100,000
Current Year Cost	\$ 100,000
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Funding Source	One-Time
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Total compensation under this agreement will not exceed \$100,000.00.	
Approvals	Additional Approvals
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
Stephanie Puckett	



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **EMERGENCY AID AND ASSISTANCE
FOR IMMIGRANT COMMUNITIES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation, as "City," **SPOKANE IMMIGRANT RIGHTS COALITION**, whose address is 1614 S Nettleton Ln, Spokane, Washington 99224, as "SIRC," individually hereafter referenced as a "Party", and together as the "Parties."

WHEREAS, the purpose of this Agreement is to provide Emergency Aid and Assistance for Immigrant Communities under "Community Justice Fund for Immigrants"; and

WHEREAS, the SIRC Community Justice Fund Project with the Spokane Immigrant Rights Coalition will help stabilize immigrant families facing a crisis and make systemic changes by implementing strategies in accordance with the Letter of Intent from the SIRC dated September 17, 2025, attached. SIRC to receive and distribute funds from the City of Spokane for emergency aid and assistance for immigrant communities.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2026, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The SIRC 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 SIRC is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the SIRC's control.

3. SCOPE OF WORK.

SIRC agrees to the following additions and modifications to the Scope of Work responsibilities otherwise summarized in the September 17, 2025 SIRC letter attached hereto:

SIRC must maintain written policies and procedures that address:

- How individuals/families across all impacted immigrant and refugee communities can submit a request for support; and

- Identification of any financial caps for disbursements giving consideration to any applicable tax implications; and
- Ensure disbursements are inclusive and equitable across all of Spokane's immigrant/refugee communities by tracking applicants' reported nationality, zip code, family size and identified use of funding; and
- Report disbursement data to the City on a quarterly basis; and
- Ensure disbursements are limited to financial assistance for emergency hardships only consistent with the September 17, 2025 SIRC letter; and
- Ensure no disbursements of City provided funds are made for the purpose of paying for legal representation and lobbying activities.

4. COMPENSATION / PAYMENT.

Total compensation for SIRC's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, unless modified by a written amendment to this Agreement. Payments shall be made to SIRC's fiscal sponsor, Muslims for Community Action & Support (MCAS), who shall retain eight (8) percent of the compensation amount for administrative fees. Disbursements shall be made consistent with all applicable state and federal tax regulations. .

Payments shall be made in four equal installments of \$25,000. The first payment shall be made no later than January 30, 2026. Subsequent installments shall be made upon notification by SIRC that the funding provided in a prior installment has been allocated.

5. TAXES, FEES AND LICENSES.

- A. SIRC 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 SIRC'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. 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 SIRC 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 SIRC 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.

7. 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 SIRC 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.

8. INDEMNIFICATION.

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

During the period of the Agreement, the SIRC 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. **The SIRC states they are a sole proprietor or partnership with no employees and; therefore, are not required to have proof of Workers' Compensation Coverage. The SIRC will provide proof of Workers' Compensation coverage if their status changes.**

- 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 SIRC's services to be provided under this Agreement.
 - i. Acceptable supplementary Umbrella insurance** coverage combined with SIRC'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
[] (General Liability Insurance is being waived) Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been waived by the City. *Risk Manager must initial.*

- 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.

[_____] (Automobile Liability Insurance is being waived) Insurance requirements have been reviewed by the City of Spokane Risk Manager and have been waived by the City. *Risk Manager must initial.*

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 SIRC or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the SIRC 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 SIRC'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 SIRC shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The SIRC and its subcontractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The SIRC 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 Agreement, the federal law shall prevail.

12. KEY PERSONS.

The SIRC shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of SIRC 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 SIRC's employment, the SIRC 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 SIRC from its obligations under this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING.

The SIRC 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 SIRC shall incorporate by reference this Agreement, except as otherwise provided. The SIRC 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 SIRC 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 SIRC for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

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

16. 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 SIRC shall be safeguarded by the SIRC. The SIRC shall make such data, documents and files available to the City upon the City's request to be reviewed at SIRC location upon reasonable notice.

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).

17. 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.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The SIRC, 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 SIRC shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – SIRC Letter of Intent dated September 17, 2025

25-248b

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

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

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

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



Date: September 17th, 2025

City of Spokane

808 W. Spokane Falls Blvd.

Attention: Lisa Brown, Mayor & Jerrall Haynes, Director of the Office of Civil Rights

On behalf of: Spokane Immigrant Rights Coalition

*Fiscal sponsor: Muslims for Community Action & Support

Total Funds Requested: \$100,000

Dear City of Spokane,

We are writing to provide a Letter of Intent from the Spokane Immigrant Rights Coalition in respect to the *Community Justice Fund* project for SIRC to receive and distribute funds from the City of Spokane for emergency aid and assistance for immigrant communities. Below you find an overview of the project, a history of the Spokane Immigrant Rights Coalition, our leadership model, advocacy work and commitments to racial equity.

Project Name

Spokane Immigrant Rights Coalition Community Justice Fund

Project Synopsis

Using a community-driven model to serve individuals who are majority low-income, undocumented and non-English speaking by providing emergency financial assistance and aid to immigrants and their families in the City of Spokane. These funds will be titled, "Community Justice Fund for Immigrants"

Organizational Mission

The mission of the Spokane Immigrant Rights Coalition is to advance equity for all by empowering immigrant communities in the Spokane area through direct services, emergency assistance, and striving for systemic change. We work together to support immigrant families seeking emergency aid and defense, housing, healthcare, emergency financial assistance and other social services.

SIRC came together with immigrant-led organizations in 2017 and since then the coalition has served hundreds of immigrants and organized for policy change such as supporting the passage of Keep Washington Working; local policy change such as pushing successfully for the city

ordinance banning warrantless searches on city property to stop Border Patrol from boarding buses at the Intermodal Center; and resource re-distribution and support based on the call from immigrant community leaders to increase access to legal representation and basic services.

SIRC is made up of a coalition of BIPOC-led, community partners in Spokane who make the decisions on our budget for direct services, our Emergency and Legal Aid fund that provides direct funding for undocumented immigrants and our policy and advocacy goals. SIRC coalition members include: Nuestras Raices Centro Comunitario, Mujeres In Action, Manzanita House, Refugee and Immigrant Connections Spokane, Fuse Washington, Peace and Justice Action League of Spokane, Creole Resources, Muslims for Collective Action and Asians for Collective Liberation. SIRC is also a member of the Washington Immigrant Solidarity Network and works with WAISN to co-lead a rapid response team in Eastern Washington.

Race Equity & Anti-Racist Practices

The Spokane Immigrant Rights Coalition incorporates racial justice and anti-racist practices into our work in the following ways. First, we center the voices of immigrants, refugees, and BIPOC (Black, Indigenous, and People of Color) in leadership roles via our board leadership, staff and decision-making processes. We also use a consensus-based decision making model that ensures equity in participation and respects diverse voices in our leadership and board. Additionally, we emphasize transparency and community accountability by sharing out our budget with coalition members, requiring their approval and prioritizing undocumented individuals with our legal aid fund and community liaison services. Our advocacy work is also rooted racial justice by highlighting the interconnectedness of immigrant rights and racial justice through challenging systems of oppression in our local and state legislative advocacy work. This work includes fighting for language access, healthcare for undocumented immigrants in WA, unemployment insurance for undocumented workers and working to dismantle systems and laws that disproportionately harm communities of color. Lastly, our community-led programs at SIRC are co-created with coalition member organizations and those most affected by immigration and racial injustice. This includes our Legal Aid Fund that has on average distributed \$30,000 each year directly to high-need immigrants and a Rapid Response Team made up of community volunteers and led by our coalition steering committee members who work directly with immigrants and their families everyday.

Project Proposal

The SIRC *Community Justice Fund Project with the Spokane Immigrant Rights Coalition* will help stabilize immigrant families facing a crisis and make systemic changes by implementing the following strategies:

- 1) Distributing funds for aid and emergency assistance to help people meet basic needs like housing, healthcare, costs for deportation defense and utilities and gain documentation through the immigration system (among others).
- 2) Advocating for local and statewide policy priorities that reflect the priorities of immigrant communities including: expanded access to healthcare, unemployment insurance, social services and protections from deportation at the state and local level.
- 3) Deploying a Rapid Response and Accompaniment Team in collaboration with the WA Immigrant Solidarity Network (WAISIN) to support undocumented immigrants in-crisis and at the highest risk of deportation

4) Focusing aid distribution and resources to immigrant families that are the most vulnerable, often undocumented, who are very low income, have limited technology and transportation access, and/or have limited literacy in English. This Project and work will prevent families from accumulating future compounding costs and stressors in their lives.

History and Need for SIRC Emergency Aid Fund

Since 2021, SIRC has distributed approximately \$30,000 per year directly to immigrants and their families in Spokane. This emergency and legal aid fund provides rapid financial assistance for legal defense fees, transportation to court appointments, assistance for housing, healthcare, food and coverage of application fees for documentation. From January of 2024 through July of 2025, over 72 individuals received support from the Emergency Aid fund totalling \$43,000 in support.

With this unique form of emergency assistance that can be requested directly by immigrants and immigrant-led organizations serving them, we have seen the emergency aid and legal fund support hundreds of families to achieve stability when in crisis, helping them stay in their homes, get access to the healthcare they need, or achieve immigration status that provides long term stability for them and their families.

In June of 2025, due to lost grant funding, we had to drastically decrease the amount of emergency aid funding we distribute to the community. As a result, hundreds of immigrants have been left without this critical help-line to quickly receive dollars in times of crisis. The *Community Justice Fund Project* would rapidly reintroduce these funds to immigrant communities through Emergency Aid to put these dollars directly back into the hands of immigrants who can request and very quickly receive emergency assistance from the Spokane Immigrant Rights Coalition

Changing and Challenge Systems in Spokane & Washington state to serve & protect immigrant communities

Through our advocacy work, we have increased protections for immigrant families and access to social services.

In 2018, we formed SIRC to lead a local policy effort banning warrantless searches on city property and stopping Border Patrol from boarding buses at the Intermodal Center. We were successful in passing these protections in the City of Spokane by passing a new ordinance in city code banning said searches.

In 2019, we supported the passage of the Keep WA Working Act, providing key representation and a voice of support for KWW on the east side of the state.

In 2022, we successfully advocated for \$100 million in healthcare expansion to undocumented immigrants in the State Legislature. This resulted in thousands of individuals and families in Washington state enrolling in the Apple Health Insurance Program they previously did not have access to.

In 2025, we advocated for the Safe and Welcome in Spokane Ordinance to restrict federal immigration officers from conducting searches in designated non-public areas without a warrant. We

are also a part of the Healthcare Equity for Immigrants Campaign to expand the number of undocumented immigrants the Apple Health Program is able to serve in our state. We plan to continue fighting for this policy locally and in the 2026 legislative session. SIRC is also a member of Wage Replacement Coalition to expand unemployment insurance for undocumented workers and will continue advocating for this policy in 2026. Finally, in July of 2025, alongside 13 community partners, we co-wrote a series of demands and solutions in response to the June 14th protests demanding the release of two asylum seekers from ICE detention and the July federal arrests of protesters that followed. We distributed our list of solutions for immigrants and it can be found [here](#). Since launching these community solutions, we have obtained nearly one thousand signatures from like-minded individuals and organizations, demonstrating the power of coalition work in defense of immigrants in Spokane.

Current Spokane Immigrant Rights Coalition Leadership Members

Patricia Casteneda, Executive Director, Manzanita House

Nuestras Raíces Centro Comunitario

Ana Trusty, Executive Director, Mujeres In Action

Lillian Hochleutner, Communication Director, Asians for Collective Liberation

Katia Jasmin, Executive Director, Creole Resources

Karen Stromgen, Muslims for Community Action & Support

Jeff DeBray, Eastern Washington Director, Fuse Washington

Yahaira Padilla, Washington Immigrant Solidarity Network

Margot Mejia, Growing Connections Early Childhood Engagement, Refugee & Immigrant Connections of Spokane

Lilli Navaratte, Former Spokane City Council Member & Community Leader

Luis Castillo, Assistant Director, Refugee & Immigrant Connections of Spokane

Liz Moore, Executive Director, Peace and Justice Action League of Spokane

Naghmana Sherazi, Muslims for Community Action & Support & Community Leader

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/5/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #**Contact E-Mail**

JDEESE@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**

AMENDING CRITERIA FOR SAFE STREETS FOR ALL FUND

Agenda Wording

Amending Section 07.08.148 of Spokane Municipal Code, relating to the Spokane Safe Streets for All Fund and adding criteria for appropriate use of the Fund.

Summary (Background)

Under SMC 07.08.148, funds in the Spokane Safe Streets for All Fund are to be used to pay for "traffic calming measures" and such operational expenses associated with the automated safety camera program. In 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of traffic calming measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras. City Council historically has directed the allocation of funds generated from automated traffic safety cameras. This ordinance communicates clear funding priorities for staff and the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

Historically excluded communities are required by state law to be considered for adverse impacts of implementation of automated cameras.

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?

Staff are working on how to use data available to us to make decisions on where to implement safe streets for all projects equitably and equally amongst council districts.

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

Reductions in citations for school zone speeding and red light running.

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 Safe Streets, Complete Streets, Pedestrian and Bike Master Plans and Transportation Commission Workplan

Council Subcommittee Review

N/A, no applicable subcommittee

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

ORDINANCE NO. C00000

Amending Section 07.08.148 of Spokane Municipal Code, relating to the Spokane Safe Streets for All Fund and adding criteria for appropriate use of the Fund.

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

WHEREAS, Council would like to make their funding priorities clear for staff and the Transportation Commission; and

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

WHEREAS, on July 10, 2023, City Council passed Resolution 2023-0057, attempting to streamline the traffic calming project and funding cycles; and

WHEREAS, on November 14, 2024, the City Council enacted ordinance C36601, renaming the "Traffic Calming Fund" to the "Spokane Safe Streets for All Fund"; and

WHEREAS, under SMC 07.08.148, funds in the Spokane Safe Streets for All Fund are to be used to pay for "traffic calming measures" and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of traffic calming measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras; and

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

NOW THEREFORE, the City Council of Spokane does ordain:

Section 1. That Section 07.08.148 is amended to read as follows:

Section 07.08.148 Spokane Safe Streets for All Fund

- A. Establishment of Fund. There is established a special revenue fund to be known as the Spokane Safe Streets for All Fund (the "Safe Streets for All Fund") into which shall be deposited funds from automated traffic safety camera infractions

Commented [MA1]: Just a wondering, do we say Washington State Legislature?

in excess of the direct administrative costs of the automated traffic safety camera program. The Safe Streets for All Fund will be used to pay for operational expenses directly related to the automated traffic safety camera program as are approved by the City Council by resolution or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63:

1. Roadway infrastructure improvements with a demonstrable connection to safe systems improvements;
2. Operational expenses with a demonstrable connection to pedestrian and bicycle safety;
3. Sidewalk repair and safety programs;
4. Funding of personnel for community outreach and to encourage citizen input into safe streets measures and projects;
5. Funding of engineering and project personnel to ensure timely design and construction of safety infrastructure;
6. Implementation of programs, including grant applications, that follow the USDOT "Safe System Approach," including focus on driver safety, safer roads, safer vehicles, safer speeds, and post-crash care;
7. Implementation of adaptive design strategies into the City's transportation infrastructure; and
8. Such other measures, programs and improvements approved by the City Council and permitted by state law.

B. Appropriations from the Spokane Safe Streets for All Fund. Funds from the Safe Streets for All Fund shall be appropriated by the city council as part of the annual city budget, pursuant to special budget ordinance, or both. In making appropriations the City Council may consider recommendations of the City of Spokane Transportation Commission and Neighborhood Councils with regard to projects and priorities. When feasible, all appropriations from the Safe Streets for All Fund shall be approved by the city council via written resolution no later than April 1 of the year in which such funds are to be encumbered. Annual appropriations shall be calculated using the previous year's actual revenues and allocated as follows:

1. 21% shall be for permanent Safe Streets projects;
2. 10% shall be for strategic network initiatives, including but not limited to

bike and sidewalk infrastructure;

3. 10% shall be for non-permanent Safe Streets projects, including but not limited to, quick-builds, asphalt art such as street murals or painted bump outs, community crosswalks, Emergency Streets pilots, speed trailers, or Summer Parkways grants;
 4. 2% shall be for maintenance of projects already constructed;
 5. 57% shall be for contractual, administrative, and personnel costs;
 6. After the above appropriations have been made, funds may be otherwise allocated pursuant to this Chapter;
 7. From time to time, the City Council may, by written resolution, divert from these funding allocations to meet emergent needs.
- C. Minimum Allocation to Specified Census Tracts. Expenditures from the Safe Streets for All Funds shall be consistent with the allocation requirements in RCW 46.63.220 (13)(b) as amended from time to time.
- D. Allocation Between Council Districts. The total balance of funds used pursuant to this Chapter shall be allocated between the council districts equally on an annual basis to the extent practicable and in accordance with priorities as outlined by City Council and the Transportation Commission, and pursuant to state and local law.
- E. Determination of Projects. The City Council's final determination of projects to fund under the allocation process may be based in part on whether there is available state or federal matching or grant funds.
- F. Standard of Design. All traffic calming measures shall comply with accepted engineering design and traffic engineering standards and standards as passed by City Council. All traffic calming measures shall be constructed on a City of Spokane right-of-way and be constructed by the city through its own public works process.
- G. Conditions of Approval for Development. Funds allocated from the Spokane Safe Streets for All Fund shall not be used to install improvements which would otherwise be required to be installed by a developer or property owner as a condition for approval of a development.
- H. City Council Approval. Any project for traffic calming measures receiving its funding from the Spokane Safe Streets for All Fund shall require City Council approval to proceed to construction. Approval shall be by written resolution.

- I. Excess Funds. Available Spokane Safe Streets for All funds which are not spent during a given year may be carried over into the next budget cycle and maintained in the Fund or allocated to another approved use via special budget ordinance.
- J. The City shall ensure that relevant staff obtain and maintain continuing education on traffic calming designs and related best practices.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local state or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

DRAFT

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Discussion**Date Rec'd**

2/4/2026

Clerk's File #

RES 2026-0014

Cross Ref #**Project #****Council Meeting Date:** 03/09/2026**Submitting Dept**

TRANSPORTATION &

Bid #**Contact Name/Phone**

JON SNYDER 6779

Requisition #**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

YES

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

EXPANDING THE SCOPE OF THE DOWL CONSULTING SERVICES CONTRACT

Agenda Wording

A resolution supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract.

Summary (Background)

This resolution approves the use of revenues in the Safe Streets for All Fund, and supports an amendment to the DOWL Consulting Services contract include 3 new tasks: - Ash Street/Maple Street Corridor Study: July 2026 - 2026 Traffic Calming Master Plan Amendment: July 2026 - 2027 Traffic Calming Master Plan Amendment: July 2027

What impacts would the proposal have on historically excluded communities?

The Spokane Safe Streets for All Fund includes funds from automated traffic safety camera infractions. The Safe Streets for All Fund is used to pay for operational expenses directly related to the automated traffic safety camera program as are approved by the City Council by resolution or special budget ordinance, and for construction and maintenance of the following safe streets measures consistent with RCW 46.63 including: - Roadway infrastructure improvements with a demonstrable connection to safe systems improvements; - Operational expenses with a demonstrable connection to pedestrian and bicycle safety; Sidewalk repair and

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 Transportation Commission issues an annual report on the state of transportation in the city of Spokane. This report includes the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies.

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

See 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?

Spokane Safe Streets for All Fund - SMC 07.08.148

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$238,838
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This authorizes an amendment of the Dowl Consulting Contract to expand the scope of an existing contract for the scoping of traffic calming projects. Council authorized \$75,000 for the Maple-Ash study. The additional project evaluation is \$163,838.	
Amount	Budget Account
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Safe Streets for All Fund	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
This is a one-time cost of \$163,838 for a contract amendment to expand the scope of an existing contract for the scoping of traffic calming projects.	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	
Inga Note	nzollinger@spokanecity.org
publicworksaccounting@spokanecity.org	

RESOLUTION 2026 – 0014

A resolution supporting the use of revenues in the Safe Streets for All Fund to expand the scope of the DOWL Consulting Services contract.

WHEREAS, the City of Spokane maintains a special revenue fund under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund”; and

WHEREAS, Section 07.08.148 of the Spokane Municipal Code outlines the permissible uses of revenues in the “Safe Streets For All” Fund”;

WHEREAS, the City Council historically has adopted resolutions regarding appropriations from the Safe Streets for All Fund; and

WHEREAS, the City Council adopted Resolution 2025-0114, approving year 2027 applications and adaptive projects to be paid from the Spokane Safe Streets for All Fund; and

WHEREAS, the City Council seeks to add capacity to the scope of the existing consultant contract for potential projects for traffic calming cycles 15 and 16 for potential construction in 2028 and 2029; and

WHEREAS, this additional work will be incorporated into a large list of projects for consideration by the Transportation Commission starting in September of this year, and is expected to include projects suggested by Spokane residents submitting traffic concerns to the 311 platform between now and March 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED that consistent with its prior resolutions, the City Council approves the use of revenues in the Safe Streets for All Fund, and supports an amendment to the DOWL Consulting Services contract include 3 new tasks:

- Ash Street/Maple Street Corridor Speed Control Pilot: July 2026;
- 2026 Traffic Calming Master Plan Amendment: July 2026; and
- 2027 Traffic Calming Master Plan Amendment: July 2027

PASSED BY THE CITY COUNCIL ON _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/14/2025

Clerk's File #

OPR 2022-0345

Cross Ref #**Project #**

2022074

Council Meeting Date:**Submitting Dept**

INTEGRATED CAPITAL

Bid #

RFQ 5569-22

Contact Name/Phone

INGA NOTE 6331

Requisition #**Contact E-Mail**

INOTE@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

DOWL LLC AMENDMENT TRAFFIC CALMING STUDY 2022074

Agenda Wording

Amendment to DOWL contract for Citywide Traffic Calming Work. The additional work includes 1) a study of speed reduction on the Maple-Ash corridor and 2) Evaluation of up to 40 new traffic calming requests from citizens.

Summary (Background)

1) Council approved resolution 2025-0114 which authorized \$150,000 for Ash/Maple Street from Francis to the Spokane River. The \$150,000 would provide \$75,000 for a Traffic Study for Speed Reduction and \$75,000 for a speed control pilot. The DOWL contract amendment includes the \$75,000 for the Traffic Study. 2) City staff is working with 311 to collect new requests for traffic calming type projects from the public. DOWL will conduct engineering studies, prepare concept drawings and prepare estimates for up to 40 new projects as directed by staff. We expect 30 projects to be evaluated in 2026 and the additional 10 if needed in 2027.

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

This amendment has been discussed with the Traffic Calming Subcommittee.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 238,838.00
Current Year Cost	\$ 210,00.00
Subsequent Year(s) Cost	\$ 28,838.00
<u>Narrative</u>	
The resolution call for spending \$210,000 in 2026 for the Maple-Ash Corridor Speed Study and evaluation of new traffic calming projects from the public. The remaining \$28,838 will be spent in 2027 on the evaluation of additional traffic calming projects i	
Amount	
Budget Account	
Expense	\$ 238,838.00
Select	\$
# 1380-24100-42300-54201-99999	
#	
#	
#	
#	
#	
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	<u>PURCHASING</u>
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
Renee Whitesell - rwhitesell@dowl.com	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	inote@spokanecity.org
ammartin@spokanecity.org	eraea@spokanecity.org

Exhibit B –SCOPE OF WORK ADDENDUM

DOWL Consultant Services

Ash Street/Maple Street Corridor Study & 2026/2027 Additional Analyses and Concepts- City of Spokane

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I. PROJECT DESCRIPTION

The DOWL Citywide Traffic Calming Master Plan Scope of Work is amended (denoted as **Amendment 2**) to include the following:

Ash Street/Maple Street Corridor Study: Staff understands this to be a study of speeds, collision patterns, and non-motorized used along the corridor from Francis Avenue to the Maple Street Bridge. Recommendations will focus on reducing speeds and collisions and improving the bicycle and pedestrian experience along the corridor.

2026 Traffic Calming Master Plan Amendment: Up to 30 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2026. These analyses will be drafted into an amendment of the original Traffic Calming Master Plan Summary Report.

2027 Traffic Calming Master Plan Amendment: Up to 10 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2027. These analyses will be drafted into an amendment of the original Traffic Calming Master Plan Summary Report.

Original project tasks are amended (denoted as **Amendment 2**) and shown in the following Tasks in Section IV.

II. PROJECT SCHEDULE

The project schedule is amended to cover the tasks of **Amendment 2**. Anticipated NTP for **Amendment 2** is January 2026 and Consultant will make every effort to progress the tasks to meet the associated completion deadlines before December 2027.

Ash Street/Maple Street Corridor Study: July 2026

2026 Traffic Calming Master Plan Amendment: July 2026

2027 Traffic Calming Master Plan Amendment: July 2027

III. DEFINITIONS/ABBREVIATIONS

Project: Citywide Traffic Calming Master Plan – City of Spokane

Consultant: DOWL

City: City of Spokane

Sub: Sub-Consultant; DKS Associates

Project Team: Consists of the City, Consultant, and Sub

IV. TASKS & DESCRIPTIONS

Task 1 – Project Management

Task 1a. Project Management

Amendment 2:

This task is amended to include weekly updates to the project schedule, budget, and resource plan to ensure the project stays on track. This task will include brief progress reports to accompany the Consultant’s monthly invoice that summarizes the work performed during each reporting period. Included in this packet will be an updated project schedule showing the progress to date.

Task 2 – Neighborhood Workshops

Amendment 2: No changes at this time.

Task 3 – Traffic Analysis

Amendment 2:

(New Task) Task 3f. Ash Street/Maple Street Corridor Study

This sub-task includes the traffic calming corridor study for the Ash Street and Maple Street arterial corridors from Francis Avenue to the Maple Street Bridge.

Consultant shall conduct an existing conditions evaluation which includes operational, speed, and safety analysis to document current multimodal facilities within the study area for the morning, mid-day, and evening peak periods. A description of the study area will be provided including historical collision data trends, street classifications, roadway cross-sections, speed limits, and non-motorized facilities. Any deficiencies will be noted during the analysis and documented in the study.

Study intersections will include the following locations and the street segments between them.

Francis Avenue / Maple Street
Francis Avenue / Ash Street
Rowan Avenue / Maple Street
Rowan Avenue / Ash Street
Wellesley Avenue / Maple Street
Wellesley Avenue / Ash Street
Longfellow Avenue / Maple Street
Longfellow Avenue / Ash Street
Garland Avenue / Maple Street
Garland Avenue / Ash Street
Northwest Blvd / Maple Street
Northwest Blvd / Ash Street
Indiana Avenue / Maple Street
Indiana Avenue / Ash Street
Maxwell Avenue / Maple Street
Maxwell Avenue / Ash Street
Boone Avenue / Maple Street
Boone Avenue / Ash Street

The task assumes no traffic counts will be acquired by the Consultant team for this study. DOWL will provide a list of needed traffic counts within two weeks of NTP to City of Spokane staff based on a review of historical turning movement counts. Staff will then gather additional counts as needed through their traffic counting on-call contract.

Collision data on the study corridor will be provided by the City from the WSDOT collision database and will be compiled and summarized in the study to identify high accident locations and trends.

STA bus routes and service for the area (including planned changes) will be included along with boarding and alighting data obtained from STA for the stops on the corridor.

Provide a summary of planned and/or funded infrastructure projects in the study area, including City capital projects and development frontage improvements.

No future forecasting or operational analysis is included in this evaluation. The goal of the recommendations shall be focused on traffic calming, speed compliance, and safety improvements that are not intended to impact the operational capacity of the corridors.

Consultant will develop a series of traffic calming solutions, with a focus on the following goals:

Reduce 85th percentile (or better) vehicle speeds to the posted speed limit

Improve pedestrian and bicycle level of traffic stress where possible along Ash Street and Maple Street.

Illustrative graphics depicting proposed solutions will be included within the study report.

Assumption(s): No CAD concept drawings will be required as part of this task, only graphical concepts on aerial. No microsimulation using VISSIM will be required as part of this task. City will provide one review between the Draft and Final reports.

Budget has been allocated for one, two-hour public meeting for up to two staff members.

Deliverables: Draft and Final Ash and Maple Street Corridor Study

Task 4 – Concept Design

Amendment 2:

(New Task) Task 4c. 2026 Traffic Calming Master Plan Amendment

Consultant will complete up to 30 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2026.

Consultant will review all relevant planning documents and available data provided by the City to inform the historical and future context of the neighborhood concerns. This will include a review of relevant neighborhood plans and citizen requests. Consultant will coordinate any new data collection required with City staff and look for efficiencies with the Streets Department annual traffic counting program.

Consultant will complete an evaluation of each traffic concern provided by the City. Consultant will apply the appropriate traffic analysis tool(s) to support and justify the recommended traffic improvement detailed in the concept design. This analysis may include the following:

Stop/Yield Control Sign Evaluation

Sight Distance Evaluation

Collision Analysis for patterns/trends

Lighting Analysis

NCHRP 562 Crosswalk Treatment Evaluation

Traffic Signal Timing Improvements

Traffic Signal Warrant Analysis

Consultant will include the following items as part of the Draft 2026 Traffic Calming Master Plan Amendment:

Draft traffic analysis cut sheets for each project identified will be supplied as supporting documentation with the draft concept designs.

Draft concept designs will be created using aerial photography provided by the City. Development of the concept designs will include a field check of the draft concept for fatal flaws or considerations not captured in the aerial imagery. Designs will be in accordance with City and State standard drawings with design exceptions noted.

Draft concept cost estimates will be developed for each concept design. Estimates will be provided to the City at the same time as the draft concept designs. Cost estimates will be provided in cut sheet format with a breakdown of the costs. Estimates will be based upon a hybrid approach between recent bid tabulations and direct cost data from manufacturers/contractors. Additional estimation for right-of-way, preliminary engineering, and construction engineering will be included. Where options exist within the estimate for various material assumptions, these will be outlined and cost saving opportunities will be identified for discussion (e.g. asphalt vs concrete or steel vs aluminum).

After City review of the Draft 2026 Traffic Calming Master Plan Amendment, Consultant will include the following items in the Final 2026 Traffic Calming Master Plan Amendment:

Traffic cut sheets will be revised as needed. Final cut sheets will be included as supporting documentation for the finalized concept solutions and summarized in the Summary Report.

Concept designs will be edited and refined as needed. Concept designs not initially drafted in AutoCAD will be converted to CAD linework over aerial imagery following City drafting standards and symbology. A final scaled plan sheet will be developed for each project. The final plan sheets and associated AutoCAD files will be packaged in the final data transfer to the City following amending of the Summary Report.

Concept cost estimates will be updated to reflect changes or additions resulting from project team or City staff feedback.

Summary Report will be amended with the additional traffic calming locations included.

Assumptions:

City will manage the curation of new traffic calming location requests and review them before providing locations to Consultant.

One (1) speed/volume standard tube count is assumed at each project location (30 project locations Citywide).

Consultant is responsible for any traffic data collection needed.

No microsimulation using SimTraffic or VISSIM will be required.

No travel demand modeling or future forecasting will be required.

No topographic or boundary survey will be required for the development of concept designs.

One, 30-minute field visit is anticipated for each project location (30 projects Citywide).

One (1) concept design plan sheet at 1"=50' scale is assumed for each location identified. During the draft stage of this task additional hours have been allocated to account for two possible alternative concepts at some locations.

City will provide one review between Draft and Final Stages.

Deliverables: Draft and Final 2026 Traffic Calming Master Plan Amendment to include traffic analysis cut sheets, concept drawings, and cost estimate for up to 30 traffic calming locations. Summary Report to be amended after the Final stage to include the additional traffic calming locations.

(New Task) Task 4d: 2027 Traffic Calming Master Plan Amendment

Consultant will complete up to 10 additional traffic analyses, concept designs, and cost estimates for supplemental traffic calming locations provided by City of Spokane staff in 2027.

Consultant will review all relevant planning documents and available data provided by the City to inform the historical and future context of neighborhood concerns. This will include a review of relevant neighborhood plans and new citizen requests. Consultant will coordinate any new data collection required with City staff and look for efficiencies with the Streets Department annual traffic counting program.

Consultant will complete an evaluation of each traffic concern provided by the City. Consultant will apply the appropriate traffic analysis tool(s) to support and justify the recommended traffic improvement detailed in the concept design. This analysis may include the following:

- Stop/Yield Control Sign Evaluation
- Sight Distance Evaluation
- Collision Analysis for patterns/trends
- Lighting Analysis
- NCHRP 562 Crosswalk Treatment Evaluation
- Traffic Signal Timing Improvements
- Traffic Signal Warrant Analysis

Consultant will include the following items as part of the Draft 2027 Traffic Calming Master Plan Amendment:

Draft traffic analysis cut sheets for each project identified will be supplied as supporting documentation with the draft concept designs.

Draft concept designs will be created using aerial photography provided by the City. Development of the concept designs will include a field check of the draft concept for fatal flaws or considerations not captured in the aerial imagery. Designs will be in accordance with City and State standard drawings with design exceptions noted.

Draft concept estimates will be developed for each concept design. Estimates will be provided to the City at the same time as the draft concept designs. Cost estimates will be provided in cut sheet format with a breakdown of the costs. Estimates will be based upon a hybrid approach between recent bid tabulations and direct cost data from manufacturers/contractors. Additional estimation for right-of-way, preliminary engineering, and construction engineering will be included. Where options exist within the estimate for various material assumptions, these will be outlined and cost saving opportunities will be identified for discussion (e.g. asphalt vs concrete or steel vs aluminum).

After City review of the Draft 2027 Traffic Calming Master Plan Amendment, Consultant will update the following items for the Final 2027 Traffic Calming Master Plan Amendment:

Traffic cut sheets will be revised to incorporate City comments as needed. Final cut sheets will be included as supporting documentation for the finalized concept solutions and summarized in the Summary Report.

Concept designs will be edited and refined as needed. Concept designs not initially drafted in AutoCAD will be converted to CAD linework over aerial imagery following City drafting standards and symbology. A final scaled plan sheet will be developed for each project. The final plan sheets and associated AutoCAD files will be packaged in the final data transfer to the City following amending of the Summary Report.

Concept estimates will be updated to reflect changes or additions resulting from project team or City staff feedback.

Summary Report will be amended with the additional traffic calming locations included.

Assumptions:

City will manage the curation of new traffic calming location requests and review them before providing locations to Consultant.

One (1) speed/volume standard tube count is assumed at each project location (10 project locations Citywide).

Consultant is responsible for any traffic data collection needed.

No microsimulation using SimTraffic or VISSIM will be required.

No travel demand modeling or future forecasting will be required.

No topographic or boundary survey will be required for the development of concept designs.

One, 30-minute field visit is anticipated for each project location (30 projects Citywide).

One (1) concept design plan sheet at 1"=50' scale is assumed for each location identified. During the draft stage of this task additional hours have been allocated to account for two possible alternative concepts at some locations.

City will provide one review between Draft and Final Stages.

Deliverables: Draft and Final 2027 Traffic Calming Master Plan Amendment to include traffic analysis cut sheets, concept drawings, and cost estimate for up to 10 traffic calming locations. Summary Report to be amended after the Final stage to include the additional traffic calming locations.

Task 5 – Cost Estimates

Amendment 2: No changes at this time.

Task 6 – Summary Report

Amendment 2: No changes at this time.



Project: Citywide Traffic Calming Master Plan

Client: City of Spokane

Project or Contract #: 2038.15173.01

1/5/2026

Prepared By:

D. Vernon

Reviewed By:

A. Miles

Summary

Phase Name	Task	Labor Subtotal		Direct Expenses Subtotal	Subconsultants	Project Totals
		Hours	Cost			
Project Management	1 Project Management	36	\$ 6,612.00	\$ -	\$ -	\$ 6,612.00
	2 Check-In Meetings	-	\$ -	\$ -	\$ -	\$ -
	3 Quality Control	-	\$ -	\$ -	\$ -	\$ -
	<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	36	\$ 6,612.00	\$ -	\$ -	\$ 6,612.00
Neighborhood Workshops	1 Workshop Preparation	-	\$ -	\$ -	\$ -	\$ -
	2 Issues Workshops	-	\$ -	\$ -	\$ -	\$ -
	3 Concept Solutions Workshops	-	\$ -	\$ -	\$ -	\$ -
	4 Traffic Calming Cycle 10 Workshops	-	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -	
Traffic Analysis	1 Background Documentation/Data Collection	-	\$ -	\$ -	\$ -	\$ -
	2 Traffic Analysis	-	\$ -	\$ -	\$ -	\$ -
	3 Altamont Boulevard Sub-Area Traffic Study	-	\$ -	\$ -	\$ -	\$ -
	4 18th Avenue Greenway Study	-	\$ -	\$ -	\$ -	\$ -
	5 Indian Trail Road Corridor Study	-	\$ -	\$ -	\$ -	\$ -
	6 Ash Street/Maple Street Corridor Study	448	\$ 73,096.00	\$ -	\$ -	\$ 73,096.00
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	448	\$ 73,096.00	\$ -	\$ -	\$ 73,096.00	
Concept Design	1 Draft Concept Design (10%)	-	\$ -	\$ -	\$ -	\$ -
	2 Final Concept Design (30%)	-	\$ -	\$ -	\$ -	\$ -
	3 2026 Traffic Calming Master Plan Amendment	712	\$ 109,258.00	\$ 9,360.00	\$ -	\$ 118,618.00
	4 2027 Traffic Calming Master Plan Amendment	244	\$ 37,392.00	\$ 3,120.00	\$ -	\$ 40,512.00
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	956	\$ 146,650.00	\$ 12,480.00	\$ -	\$ 159,130.00	
Concept Estimates	1 Draft Concept Estimates (10%)	-	\$ -	\$ -	\$ -	\$ -
	2 Final Concept Estimates (30%)	-	\$ -	\$ -	\$ -	\$ -
	3 Concept Design Value Engineering	-	\$ -	\$ -	\$ -	\$ -
<input checked="" type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input checked="" type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -	
Summary Report	1 Summary Report	-	\$ -	\$ -	\$ -	\$ -
	<input type="checkbox"/> T&M <input type="checkbox"/> Lump Sum <input type="checkbox"/> Other Subtotal	-	\$ -	\$ -	\$ -	\$ -
TOTAL		1440	\$ 226,358.00	\$ 12,480.00	\$ -	\$ 238,838.00



Citywide Traffic Calming Master Plan

Client: City of Spokane

Project or Contract #: 2038.15173.01

1/15/2026

Prepared By:

D. Vernon

Reviewed By:

A. Miles

Labor

Phase Name	Task	Project Manager VI	Traffic (Engineer VI)	Traffic (Engineer III)	Civil Engineer (Engineer X)	Civil (Engineer VII)	Civil (Engineer IV)	Civil (Engineer II)	Civil (Engineer II)	Civil (Engineer I)	Traffic (Engineer I)	GIS Specialist	Graphics Designer	Project Manager VI	Labor Subtotal	
		A. Miles	S. Patterson	C. Denning		K. Eagle	D. Vernon	A. Eoff	A. Roback	T. Jameson	L. Drake				Hours	Cost
		\$ 247/hour	\$ 226/hour	\$ 179/hour	\$ 294/hour	\$ 247/hour	\$ 200/hour	\$ 152/hour	\$ 152/hour	\$ 142/hour	\$ 142/hour	\$ 152/hour	\$ 158/hour	\$ 247/hour		
Project Management	1	Project Management	12						24						36	\$ 6,612.00
	2	Check-In Meetings													-	\$ -
	3	Quality Control													-	\$ -
		Subtotal	12	-	-	-	-	-	24	-	-	-	-	-	36	\$ 6,612.00
Neighborhood Workshops	1	Workshop Preparation													-	\$ -
	2	Issues Workshops													-	\$ -
	3	Concept Solutions Workshops													-	\$ -
	4	Traffic Calming Cycle 10 Workshops													-	\$ -
	Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Traffic Analysis	1	Background Documentation/Data Collection													-	\$ -
	2	Traffic Analysis													-	\$ -
	3	Altamont Boulevard Sub-Area Traffic Study													-	\$ -
	4	18th Avenue Greenway Study													-	\$ -
	5	Indian Trail Road Corridor Study													-	\$ -
	6	Ash Street/Maple Street Corridor Study	32	8	120			8			240	16	24		448	\$ 73,096.00
	Subtotal	32	8	120	-	-	8	-	-	240	16	24	-	448	\$ 73,096.00	
Concept Design	1	Draft Concept Design (10%)													-	\$ -
	2	Final Concept Design (30%)													-	\$ -
	3	2026 Traffic Calming Master Plan Amendment	40		50			16		92	348	150	16		712	\$ 109,258.00
	4	2027 Traffic Calming Master Plan Amendment	12		16			8		30	120	50	8		244	\$ 37,392.00
	Subtotal	52	-	66	-	-	24	-	122	468	200	24	-	956	\$ 146,650.00	
Concept Estimates	1	Draft Concept Estimates (10%)													-	\$ -
	2	Final Concept Estimates (30%)													-	\$ -
	3	Concept Design Value Engineering													-	\$ -
	Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
Summary Report	1	Summary Report													-	\$ -
		Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
LABOR HOUR TOTAL		96	8	186	-	-	32	-	146	468	440	16	48	-	1440	
LABOR COST TOTAL		\$ 23,712.00	\$ 1,808.00	\$ 33,294.00	\$ -	\$ -	\$ 6,400.00	\$ -	\$ 22,192.00	\$ 66,456.00	\$ 62,480.00	\$ 2,432.00	\$ 7,584.00	\$ -	\$ -	\$ 226,358.00



Citywide Traffic Calming Master Plan
Client: City of Spokane
Project or Contract #: 2038.15173.01
1/5/2026

Prepared By:
D. Vernon
 Reviewed By:
A. Miles

Expenses

Phase Name	Task	Travel, Mileage, & Misc. Subtotal									Direct Expenses Subtotal	% Mark Up	Total w/ Mark Up
		Per Diem WA		Lodging WA		Vehicle Miles		Travel, Mileage, & Misc. Subtotal	Flights	*Other Expenses			
		\$74/day	Total Cost	\$114/night	Total Cost	Autos \$ 1.00	Total Cost						
Project Management	1 Project Management		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2 Check-in Meetings		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3 Quality Control		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	Subtotal	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Neighborhood Workshops	1 Workshop Preparation		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2 Issues Workshops		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3 Concept Solutions Workshops		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	4 Traffic Calming Cycle 10 Workshops	17			\$ -		\$ -	\$ -			\$ -	0%	\$ -
Subtotal	17	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	
Traffic Analysis	1 Background Documentation/Data Collection		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2 Traffic Analysis		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3 Altamont Boulevard Sub-Area Traffic Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	4 18th Avenue Greenway Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	5 Indian Trail Road Corridor Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	6 Ash Street/Maple Street Corridor Study		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
Subtotal	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	
Concept Design	1 Draft Concept Design (10%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2 Final Concept Design (30%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	3 2026 Traffic Calming Master Plan Amendment		\$ -		\$ -		\$ -	\$ -		\$ 9,000.00	\$ 9,000.00	4%	\$ 9,360.00
	4 2027 Traffic Calming Master Plan Amendment		\$ -		\$ -		\$ -	\$ -		\$ 3,000.00	\$ 3,000.00	4%	\$ 3,120.00
Subtotal	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	-	\$ 12,480.00
Concept Estimates	1 Draft Concept Estimates (10%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	2 Final Concept Estimates (30%)		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
Subtotal	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	
Summary Report	1 Summary Report		\$ -		\$ -		\$ -	\$ -			\$ -	0%	\$ -
	Subtotal	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
EXPENSES TOTAL		17	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	-	\$ 12,480.00

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/4/2026

Clerk's File #

OPR 2023-0426

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

REINER 509-628-7821

Requisition #

OPR 2023-0426

Contact E-Mail

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

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

FERC 9TH PART 12D CONTRACT AMENDMENT – PHASE III

Agenda Wording

Extending the existing contract that the City has with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC).

Summary (Background)

The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC). This amendment will have our consultant finish action items and recommendations identified in that 9th Part 12D comprehensive assessment report (CAR) and provide additional on-call engineering services related to the 9th Part 12D. It is unclear what comments, questions, or revisions the FERC will have related to the Comprehensive Assessment Report (CAR) and we need Geoengineers on staff to answer those questions or perform work related to FERC's review of the 9th Part 12D reports that they developed.

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.

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?	
Total Cost	\$ 1,643,000.00 Entire Contract
Current Year Cost	\$ 75,000.00 This Amendment
Subsequent Year(s) Cost	\$ N/A
<u>Narrative</u>	
Project is funded in Waters CIP. Accounting budget #4100-42490-94340-56501-11048	
Amount	
Budget Account	
Expense \$ 75,000.00	# 4100-42490-94340-56501-11048
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
4100-42490-94340-56501-11048	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	SAKAMOTO, JAMES
PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Lindsay Flangas lflangas@geoengineers.com	Lyle Stone lstone@geoengineers.com
dstpierre@spokanecity.org	jmeyer@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
lhopkins@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 9, 2026
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org , 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 - FERC 9th Part 12D Contract Amendment – Phase III
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Summary (Background) This will be the only section in this box The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services in relation to the 9th Part 12D Comprehensive Assessment required by the Federal Energy Regulatory Commission (FERC). This amendment will have our consultant finish action items and recommendations identified in that 9th Part 12D comprehensive assessment report (CAR) and provide additional on-call engineering services related to the 9th Part 12D. It is unclear what comments, questions, or revisions the FERC will have related to the Comprehensive Assessment Report (CAR) and we need Geoengineers on staff to answer those questions or perform work related to FERC’s review of the 9th Part 12D reports that they developed.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,643,000.00</u> Current year cost: \$75,000.00 Subsequent year(s) cost: N/A Narrative: <u>Project is funded in Waters CIP. Accounting budget #4100-42490-94340-56501-11048</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • 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. 	

- 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.



1145 Broadway, Suite 300
Tacoma, Washington 98402
253.383.4940

January 21, 2026

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: David St. Pierre

Subject: Proposed Scope and Fee
Phase III Services
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-081-15

Introduction and Project Understanding

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This On- Call/Time and Expense proposal is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, communication with City personnel, and our findings from the 9th Part 12D inspection's Comprehensive Assessment (CA) completed in Phase II in general accordance with the Federal Energy Regulatory Commission (FERC) guidelines.

GeoEngineers, Inc. (GeoEngineers) has teamed with Black & Veatch as a subconsultant to provide support in completing specific tasks and providing Independent Consultant (IC) review and consultation throughout the term of the contract.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide concrete gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure sections.

The project has been organized by the City into three Phases. Phase I included the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, Owner's Dam Safety Program (ODSP), and pre-inspection analyses. Phase II consisted of executing the plan developed and approved during Phase I, culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phases I and II have been completed. The Phase III scope includes addressing FERC review comments on the CAR, addressing recommendations from the CAR, completing any necessary updates to the Supporting Technical Information Document (STID), and Dam

Safety Surveillance and Monitoring Plan (DSSMP), and Digital Project Archive (DPA), and providing on-call Part 12D support on the project.

Scope of services

Our scope of services is based on our review of our Phase II work and discussions with the City. We have organized the Phase III services into the following tasks based on the purpose of each task.

TASK 1: ON-CALL PART 12D CONSULTATION

We will provide on-call consultation on an as-needed and as-requested basis in response to questions, requests or miscellaneous work required from the FERC or the City related to the 9th Part 12D, CAR, and related documents. This task includes budget to provide an initial response to currently unidentified tasks and develop a scope for larger tasks as needed.

This task will include consultation from the Independent Consultant, Jeffrey Bair, of Black and Veatch, under subcontract to GeoEngineers.

Deliverables

There are no planned deliverables at this time. We assume that responses to requests can be provided via email.

TASK 2: ADDRESS REGULATORY RECOMMENDATIONS FROM THE CAR

We will address the analysis and documentation recommendations presented in the CAR. Each subtask references the recommendation number as stated in Table 1-3 of the CAR dated January 31, 2025.

Subtask 2.1. Supporting Technical Information Document (STID) Updates

The IC recommended these updates to the STID in the CAR. Our scope includes the following updates:

- Develop detailed engineering cross sections of right and left spillway abutments and the auxiliary (fuse plug) (2025-REC-2).
- Update Section 2, Description of Project Structures of STID (2025-REC-23), we understand this was partially completed by the City in the December 2025 STID update.

Additional updates to the STID based on correspondence between the City and FERC include the following:

- Update Section 8 of the STID to include the stability analyses of the project structures completed in Phases I and II for the CA (FERC Letter 1/9/2023 Item 6) and the 2020 Hatch Report (Item 7).
- Update Section 6 of the STID to include the PMF from Post Falls, as used for the Upriver project in the CA (FERC Letter 1/9/2023 Item 4).
- Review all STID sections to check for nomenclature consistency of “abutment” vs “embankment” (FERC Letter 3/22/2023 Item 6).
- Update Project Correspondence.

- Update References and appendices.
- Miscellaneous informational updates per minor CAR recommendations

ASSUMPTIONS:

1. No physical or hard copies of STID will be needed by the City or FERC.
2. City will provide supplemental information as needed to update each section.
3. Updates to the STID will be incorporated into the DPA.

DELIVERABLES:

Draft and Final Supporting Technical Information Document, including a completed final PDF of the STID with Section links

Subtask 2.2. Dam Safety Surveillance and Monitoring Plan (DSSMP) Updates

The CAR recommended updates to the DSSMP. Our scope includes the following updates:

- Review City updates and provide comments

DELIVERABLES:

Comments on City-prepared Draft and Final Dam Safety Surveillance and Monitoring Plans.

Subtask 2.3. Digital Project Archive (DPA) Updates

After completion of the updates to STID and DSSMP as described in Subtasks 2.1 and 2.2, the final versions of the STID and DSSMP will be included in the DPA and the DPA will be transferred to the City's file system.

ASSUMPTIONS:

The format of the DPA when transferred will be based on discussions with the City and the effort required to transfer the archive could be subject to change based on the format.

DELIVERABLES:

Electronic transfer of the DPA to the City's file management system.

Subtask 2.4. Internal Erosion Analysis (CAR Recommendation 2025-REC-6)

Evaluate internal erosion for each dam cross-section and provide formal documentation and calculations of the analyses developed during the risk assessment. The analyses will calculate critical gradients that could induce piping and could help to inform when additional action(s) may be appropriate.

ASSUMPTIONS:

1. The cross sections that will be evaluated include: Spillway Right Abutment, Spillway Dam, Spillway Right Abutment, Left Closure Section, Powerhouse No. 1, Center Closure Section, Powerhouse No.2, and Right Closure Section.
2. New subsurface investigation will not be required. The analyses will use published criteria and available information on the dam structures and foundation soils.

DELIVERABLES:

1. Draft and Final internal erosion analysis results in a technical memorandum or letter, including a supporting calculation package.

Terms, Schedule, and Fee Estimate

We understand our services will be provided in accordance with mutually agreed-upon terms and conditions based on our current agreement dated April 12, 2023. The professional services listed above will be provided on a time-and-expense basis. We will bill monthly based on the progress of each task. Invoices will include a task progress summary. A breakdown of our fee estimates is presented below.

PHASE III ACTIVITY AND TASKS	FEE
Task 1. On Call Part 12D Consultation	
Task 1 Total	\$20,000
Task 2. Address Regulatory Recommendations from the CAR	
2.1 - STID Updates	\$30,000
2.2 - DSSMP Updates	\$6,000
2.3 - DPA Updates	\$8,000
2.4 - Internal Erosion Analyses and Documentation	\$11,000
Task 2 Total	\$55,000
Total	\$75,000

The performance period of Phase III begins in January 2026 and will continue until the start of the next Part 12D cycle, estimated to start in early 2029. We propose the following schedule milestones on or before these dates.

- April 1, 2026 - DSSMP support and review
- May 1, 2025 – Final Internal Erosion memorandum to City
- June 1, 2026 - STID Draft to City
- July 15, 2026 – STID Final to City
- August 1, 2025 – DPA updates completed

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to continue our services with the City and appreciate your confidence in our firm. Please call if you have any questions regarding our understanding of the project or our fee.

Sincerely,
GeoEngineers, Inc.



Devon T McLay, PE
Senior Geotechnical Engineer



Lyle J. Stone, PE
Principal Geotechnical Engineer

DTM:LJS:nl:ijm

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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City of Spokane
CONTRACT AMENDMENT / EXTENSION
Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase III**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project for the City; and*

WHEREAS, the Scope of Services set out in original Contract is expanded to include the Phase III Services, and the Contract time for performance must be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on February 1, 2026, and shall end June 30, 2027.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the Phase III Services as set forth in the January 21, 2026 Proposal, attached hereto

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

5. 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.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate of Debarment
- GeoEngineers, Inc. Proposed Scope of Work dated January 21, 2026

26-034

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE

01/01/26

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

City of Spokane
Attn: Jeanne L. Finger, P.E.
2701 North Waterworks Street
Spokane, WA 99212

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
226019	01/01/26	12/31/26

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$1,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

0110-203-00 Upriver Dam Hydroelectric Project, Spokane, Washington

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GeoEngineers, Inc.
1145 Broadway, Suite 300
Tacoma, WA 98402

ISSUING COMPANY:
TERRA INSURANCE COMPANY

(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read "David Collette", is written over a horizontal line.

President



< Business Lookup

License Information:

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

Entity name: GEOENGINEERS, INC.

Business name: GEOENGINEERS, INC.

Entity type: Profit Corporation

UBI #: 600-375-010

Business ID: 001

Location ID: 0003

Location: Active

Location address: 523 E 2ND AVE
SPOKANE WA 99202-1405

Mailing address: 17425 NE UNION HILL RD
STE 250
REDMOND WA 98052-6190

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
			▼			

Endorsements held	License #	Count	Details	Status	Expiration	First issue
Liberty Lake General Business - Non-Resident	00507			Active	Sep-30-21	Jul-24-20
Spokane General Business	T1203120			Active	Sep-30-21	Oct-15-20
Spokane Valley General Business - Non-Resident				Active	Sep-30-21	Apr-02-20

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BAUM, JAMES	
CALLAGHAN, JOE	
CHIN, KING	
DAHL, EMILY	
MILLER, MARK	
SAULS, DAVID	
SMITH, MATT	
SPENCER, AMANDA	
WELKER, PHIL	

[View Additional Locations](#)



The Business Lookup information is updated
nightly. Search date and time: 6/25/2025 9:35:42
AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Date Rec'd

2/3/2026

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 03/02/2026

Submitting Dept

WASTEWATER MANAGEMENT

Bid #

Contact Name/Phone

KYLE 625-4647

Requisition #

Contact E-Mail

KARRINGTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE SDIXIT

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

4320 PUBLIC RULE - INDUSTRIAL PRETREATMENT PROGRAM FEES

Agenda Wording

Resolution to update Appendix "A" of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees to reflect current costs associated with the administration of the Industrial Pretreatment Program and updated billing procedures.

Summary (Background)

The Riverside Park Water Reclamation Facility Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation cost.

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.

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: The proposed expenditure is for critical utility infrastructure and our NPDES permit.

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 proposal aligns with the City's Purchasing Policy. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

PIES February 9, 2026

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
The new fees are higher than previous fees and in line with the costs and expenses incurred by the City of Spokane.	
Amount	Budget Account
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	
Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org
hbarnhart@spokanecity.org	

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of April 1, 2026.

ADOPTED by City Council this ____ day of _____, 2026.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: December 17, 2020 REVISION EFFECTIVE DATE: April 1, 2026	

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analyses.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation.

6.3 Fees and Charges:

- 6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.
- 6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).
- 6. 3.3 Publication of significant non-compliance notice: Costs as billed
- 6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.
- 6. 3.5 Processing fee for NSF checks: As set by City Treasurer.
- 6. 3.6 Administrative penalty: Five hundred dollars (\$500).
- 6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	((11,598)) <u>12,475</u> / 5 years
SIU Permit Renewal	((7,726)) <u>8,302</u> / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	((1,936)) <u>2,086</u>
Other Inspection	Chemist - time basis
SIU Sampling	((1,196)) <u>1,322</u>
Other Sampling	Lab Tech - time basis
IDA Issuance	((710)) <u>765</u>
IDA Renewal	((387)) <u>417</u>
IDA Inspection	((387)) <u>417</u>
NSCIU Inspection	((387)) <u>417</u>
Wastewater Hauler Permit Fee	((258)) <u>278</u>
Wastewater Hauler Permit Renewal Fee	((129)) <u>139</u>
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

This fee table is non-exhaustive. The cost of any wastewater analyses performed in addition to those listed will be billed to the Industrial User.

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 - Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 - TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory

Laboratory Analysis Fee	Dollar Amount
Hardness	as charged by analyzing laboratory
EPA Method 1632 - Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 - Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B - Oil & Grease (HEM & SGT-HEM)	as charged by analyzing laboratory
Standard Methods 4500 - P Phosphorus, Total	((13)) <u>18</u>
Standard Methods 2540D - Total Suspended Solids (TSS)	((23)) <u>22</u>
Standard Methods 4500 - pH	((15)) <u>16</u>
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	((57)) <u>63</u>
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	as charged by analyzing laboratory
EPA Method 200.7 - Metals, Total (by ICP) - per metal	as charged by analyzing laboratory

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

		Date Rec'd	2/2/2026
		Clerk's File #	OPR 2023-0311
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IPWQ 5809-23
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28290
Contact E-Mail	TBRADBURN@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	CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES		

Agenda Wording

Contract renewal 3 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from 4/1/26-3/31/27 and a total cost not to exceed \$200,000.00, plus tax.

Summary (Background)

During maintenance outages at the Waste to Energy Facility, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sand. Bidding closed on IPWQ 5809-23 for these services on February 1, 2023 and Big Sky Industrial Services was the only respondent. The initial contract award was for one year with the possibility of four (4) additional one-year renewals. This will be the third renewal.

What impacts would the proposal have on historically excluded communities?

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

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

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	\$ 200,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is an equipment services expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 200,000.00
Select	\$
# 4490-44100-37148-54803-34002	
#	
#	
#	
#	
#	
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	BRADBURN, TRACE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Brian Rochelle, brian@bigsky.pro	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



City of Spokane
CONTRACT RENEWAL
3 OF 4
Title: VACUUM SUPPORT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 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 Vacuum Support Services for the City; and

WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the third of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2026 and shall run through March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**ROCHELLE CONSTRUCTION SERVICES,
Inc., d/b/a BIG SKY INDUSTRIAL**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

26-019

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



CITY OF SPOKANE - WTEF
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Released Outside Building.

Service Contract OPR 2023-0331 (IPWQ 5809-23)	Base Year Period	First Option	Second Option	Third Option
<p>"Vacuum Sand Services" Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$17,075.94	\$17,587.94	\$18,114.94	\$18,659
<p>"Water Wash Air Cooled Condensers" Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$21,745.50	\$22,397.50	\$23,069.50	\$23,761
<p>"Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,316.60	\$3,415.60	\$3,517.60	\$3,623
<p>"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)" Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,558.85	\$3,664.85	\$3,774.85	\$3,887
<p>"Vacuum Scale Pits" Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,558.85	\$3,664.85	\$3,774.85	\$3,887
<p>Big Sky Industrial 9711 W. Euclid, Spokane WA 99224 Brian Rochell Phone 509 953 1213 brian@bigsky.pro</p>	NAME	Mr. Brian Rochelle		
	SIGNATURE	<i>Brian Rochelle</i>		
	DATE	1/12/2026		



< Business Lookup

License Information:

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

Entity name: ROCHELLE CONSTRUCTION SERVICES, INC.

Business name: ROCHELLE CONSTRUCTION SERVICES, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-423-294

Business ID: 001

Location ID: 0001

Location: Active

Location address: 23110 N WHISPERING PINES RD
COLBERT WA 99005-9766

Mailing address: PO BOX 585
COLBERT WA 99005-0585

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
Newport General Business - Non-Resident				Active	Mar-31-2026	Mar-13-2025
Ritzville General Business - Non-Resident				Active	Mar-31-2026	Mar-05-2025
Spokane General Business - Non-Resident				Active	Jul-31-2026	Jul-26-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ROCHELLE, BRIAN	

Registered Trade Names

Registered trade names	Status	First issued
BIG SKY INDUSTRIAL	Active	Jul-12-2023
BIG SKY INDUSTRIAL SERVICES	Active	Oct-06-2021
ROCHELLE CONSTRUCTION SERVICES	Active	Jul-29-2025

The Business Lookup information is updated nightly. Search date and time: 1/7/2026 8:36:13 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Blasingame Insurance, 200 North Argonne, Spokane Valley, WA 99212. CONTACT NAME: Jannel E. Louie, jannel@blasingameins.com. INSURER(S): Selective Insurance Company of America (12572), Capitol Specialty Insurance (10328).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Rented Equipment, and Pollution.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder, its officers and employees as additional insured per forms attached. RE: Vacuum Support Services at the WTE per PW ITB 5098-19 Additional Insured

CERTIFICATE HOLDER CANCELLATION

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: [Signature]

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2566544

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

20000FS 2566544 371

- 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.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

INSURED'S COPY

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with 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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced 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 Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- 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 \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with 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. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

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 of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, 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 by or for you, 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; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) 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; or

(2) 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;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B.** The insurance coverage afforded to the additional insureds in this coverage extension:
 - 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
 - 2. Only applies to the extent permitted by law; and
 - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured 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, the insurance afforded the vendor does not apply to:

- a. "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; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless 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;
- e. 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense 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;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14**. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17**. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5**. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. 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;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - **Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - **Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, SECTION II, B.5. - is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - **Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - **Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to SECTION II, A.1. - **Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - **Who Is An Insured:**

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.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "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".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" 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;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer worker” means a person who is not your “employee” and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

20000FS 2566544 559

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/2/2026

Clerk's File #

OPR 2022-0169

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

IRFQU 5563-22

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28292

Contact E-Mail

TBRADBURN@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**

CONTRACT RENEWAL FOR LANDFILL GROUNDWATER MONITORING AND

Agenda Wording

Contract renewal 2 of 2 with Jacobs Engineering Group, Inc. (Spokane, WA) for landfill groundwater monitoring, data analysis and report writing services from 3/10/26-3/9/27 and a total cost not to exceed \$49,000.00, plus tax.

Summary (Background)

The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCQ, WAC 173-351-400(2)(f), WAC 173-304 and associated solid waste permits. On January 12, 2022, bidding closed on IRFQu 5563-22 for Groundwater Monitoring Data Analysis and Report Writing Services. Jacobs was deemed the most qualified respondent and awarded a three year contract from 3/10/22-3/9/25 with the option of two additional one-year renewals. 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?

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	\$ 49,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a landfill contractual services expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense \$ 19,000.00	# 4530-44800-53748-54201
Expense \$ 16,000.00	# 4530-44850-53748-54201
Expense \$ 14,000.00	# 4530-45600-53748-54201
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	BRADBURN, TRACE
PURCHASING	PRINCE, THEA
Division Director	
Accounting Manager	
Legal	HARRINGTON,
For the Mayor	
Distribution List	
Laura Gergely, laura.gergely@jacobs.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



City of Spokane
CONTRACT RENEWAL #2 of 2
**Title: GROUNDWATER MONITORING DATA
ANALYSIS AND REPORT WRITING SERVICES**

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

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

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 10, 2026, and shall end March 9, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-NINE THOUSAND AND 00/100 DOLLARS (\$49,000.00)** plus tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

JACOBS ENGINEERING GROUP, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Contract Renewal – Renewal pricing remains unchanged

U2025-131a

ATTACHMENT A

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



< Business Lookup

License Information:

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

Entity name: JACOBS ENGINEERING GROUP INC.

Business name: JACOBS ENGINEERING GROUP INC.

Entity type: [Profit Corporation](#)

UBI #: 601-008-037

Business ID: 001

Location ID: 0005

Location: Active

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

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

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
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.	

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

		Date Rec'd	2/2/2026
		Clerk's File #	OPR 2022-0168
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	PW ITB 5537-21
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28289
Contact E-Mail	TBRADBURN@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	CONTRACT RENEWAL FOR SCAFFOLDING SERVICES		

Agenda Wording

Contract renewal 4 of 4 with BrandSafway Services, LLC. (Spokane, WA) for scaffolding services at the Waste to Energy Facility from 4/1/26-3/31/27 and a total cost not to exceed \$870,000.00, plus tax.

Summary (Background)

During scheduled and emergency outages at the Waste to Energy Facility, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022, bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., 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?

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	\$ 870,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is an equipment repair and maintenance expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 870,000.00
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	BRADBURN, TRACE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Jorge Torres, jtorres4@brandsafway.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



City of Spokane
CONTRACT RENEWAL 4 of 4
**Title: SCAFFOLDING SERVICES FOR
SCHEDULED OUTAGES AND EMERGENCY
OUTAGES - PW ITB 5537-21**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Scaffolding Services for Scheduled Outages and Emergency Outages for the City; and

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the fourth of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2026, and shall run through March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHT HUNDRED SEVENTY THOUSAND AND 00/100 (\$870,000.00)**, plus tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A - Certificate of Debarment
- Exhibit B – 4th Renewal Pricing dated November 3, 2025

26-008

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



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

OPR 2022-0168 Scaffolding Services	Base Period	1st Renewal	2nd Renewal	3rd Renewal	4th Renewal
	4/1/2022 Through 3/31/2023	4/1/2023 Through 3/31/2024	4/1/2024 Through 3/31/2025	4/1/2025 Through 3/31/2026	4/1/2026 Through 3/31/2027
Item	Firm, Fixed Price	Firm, Fixed Price	Firm, Fixed Price	Firm, Fixed Price	Firm, Fixed Price
Set up/mobilization/demobilization cost	\$3,850.00	\$4,042.50	\$4,184.00	\$4,476.00	\$4,700.00
Hourly rate per Journeyman Scaffolder					
Standard Time	\$81.00	\$84.24	\$87.19	\$93.25	\$97.91
Overtime:	\$106.00	\$139.62	\$114.10	\$121.50	\$127.58
Double Time:	\$134.25	\$139.62	\$144.51	\$151.75	\$159.34
Hourly rate Scaffolder					
Standard Time	\$73.25	\$76.18	\$78.85	\$83.50	\$87.68
Overtime:	\$97.75	\$101.66	\$105.22	\$111.75	\$117.34
Double Time:	\$126.00	\$131.04	\$135.63	\$142.25	\$149.36
Stand by time cost (if any)	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time
Other cost (please explain)	\$66 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$90 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.	\$ 94.50 per day per man per diem, hotel cost plus 5% for traveler only *if applicable.
Brandsafway Services, LLC 1523 Hillsboro Ave Pasco, WA 99301 Jordan Rada JRada@brandsafway.com 1 509 534 2730 Work 1 509 302 3301 Cell	Base Pricing was per Brandsafway Services response to PW ITB 5537-21	NAME	Jordan Rada		
		SIGNATURE	<i>Jordan Rada</i>		
		DATE	11.03.2025		



< Business Lookup

License Information:

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Entity name: BRANDSAFWAY SERVICES LLC

Business name: SAFWAY SERVICES, LLC

Entity type: [Limited Liability Company](#)

UBI #: 601-577-044

Business ID: 001

Location ID: 0005

Location: Active

Location address: 6206 E TRENT AVE STE A BLDG 3
SPOKANE VALLEY WA 99212-5013

Mailing address: 6206 E TRENT AVE
STE 3A
SPOKANE VALLEY WA 99212-5013

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	Nov-30-2026	Feb-06-2024
Spokane Valley General Business				Active	Nov-30-2026	Aug-21-2023

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BRUSH, GRAHAM	
HEATH, ROBERT	
LACY, RON	
MONDAY, JEFFREY	
MUELLER, TERESA	
SAFWAY GROUP HOLDING LLC	

Registered Trade Names

Registered trade names	Status	First issued
BRANDSAFWAY SERVICES LLC	Active	Oct-09-2023
SAFWAY SERVICES	Active	Dec-08-2025
SAFWAY SERVICES LLC	Active	Aug-29-2025

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The Business Lookup information is updated nightly. Search date and time: 12/17/2025 7:58:52 AM



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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/2/2026

Clerk's File #

OPR 2023-0419

Cross Ref #**Project #****Council Meeting Date:** 03/02/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

IPWQ 5863-23

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28291

Contact E-Mail

TBRADBURN@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**

CONTRACT RENEWAL FOR LANDFILL NOXIOUS WEED ABATEMENT

Agenda Wording

Contract renewal 2 of 2 with Woodland Resource Services, Inc. (Ellensburg, WA) for noxious weed abatement at the City's Northside and Southside Landfills from 4/15/26-4/14/27 and a total cost not to exceed \$45,938.05, plus tax.

Summary (Background)

The City is required to perform noxious weed abatement for 345 acres of the Northside Landfill and 72 acres of the Southside Landfill. On March 23, 2023, bidding closed on IPWQ 5863-23 for this vegetative maintenance service. Woodland Resource Services, Inc. was the low cost bidder and awarded a two-year contract with the option of two 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?

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	\$ 45,938.05
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a vegetative maintenance service expense that is planned for annually in the Solid Waste Disposal Landfill budget.	
Amount	
Budget Account	
Expense \$ 17,513.58	# 4530-44800-53748-54212
Expense \$ 17,513.58	# 4530-44850-53748-54212
Expense \$ 10,910.90	# 4530-45600-53748-54212
Select \$	#
Select \$	#
Select \$	#
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	BRADBURN, TRACE
PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Erik Mullenix, erik@gowrs.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



City of Spokane
CONTRACT RENEWAL #2 of 2
Title: Vegetative Maintenance Agreement

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Woodland Resource Services, Inc.**, whose address is 1063 Emerson Road, Ellensburg, Washington 98926, as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Vegetative Maintenance for the property located at Northside (7202 West Nine Mile, Spokane, WA) and Southside Landfill (2424 East 65th Avenue, Spokane, WA); and

WHEREAS, the original Contract allowed for two (2) additional one-year renewals, this being the second renewal, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 12, 2023, and April 17, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 15, 2026, and shall end April 14, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FORTY-FIVE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 05/100 (\$45,938.05)** plus sales tax if applicable, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

WOODLAND RESOURCE SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certificate of Debarment

Exhibit B – Company’s Renewal - IPWQ 5863-24 2025 Pricing Quote dated January 23, 2026

U26-014

ATTACHMENT A

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

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

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

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

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



0
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

OPR 2023-0419 Noxious Weed Abatement Services, On-Call Maintenance; City of Spokane Landfills

As stated in Bid IPWQ 5863-24 Quantities are estimates only and are not to be construed as firm or guaranteed. Quantities shall be bid on a more-or-less basis. Actual quantities may be more-or-less. Payment will be made only for orders placed, received, and accepted.

UNIT PRICE TO BE INCURRED FOR SCHEDULED/UNSCHEDULED SERVICES	Estimated Services That Could Be Requested During A 12-month Period.		April 15, 2023 To April 14, 2025		April 15, 2025 To April 14, 2026	
	ITEM	QTY	Unit Price Per Service	Extended Price	Unit Price Per Service	Extended Price
Location: Northside Landfill (NSLF), 7202 West Nine Mile, Spokane WA 99208. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Northside Landfill. Cost should not include tax.	2	\$32,135.00	\$64,270.00	\$ 32,135.00	\$ 64,270.00	
Location: Southside Landfill (SSLF), 2424 East 65th Ave, Spokane, WA 99223. All-Inclusive Cost Per To Perform A Full Site Treatment Service Of The Southside Landfill. Cost should not include tax.	2	\$10,010.00	\$20,020.00	\$ 10,010.00	\$ 20,020.00	
Subtotal		\$84,290.00		\$ 84,290.00		
Tax 9%		\$7,586.10		\$ 7,586.10		
Extended Total		\$91,876.10		\$ 91,876.10		
Woodland Resource Services Inc			Unit Pricing Per Service During The Two-Year Base Period Was Based on Woodland Resource Services Inc Response to IPWQ 5863-23		NAME	Erik Mullenix
Erik Mullenix cell 509 793 4784 / direct 509 508 1903					SIGNATURE	
erik@gowrs.com					DATE	01/23/2026



< Business Lookup

License Information:

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

Entity name: WOODLAND RESOURCE SERVICES, INC.
Business name: WOODLAND RESOURCE SERVICES, INC.
Entity type: [Profit Corporation](#)
UBI #: 602-678-209
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1063 EMERSON RD
 ELLENSBURG WA 98926-8438
Mailing address: 1063 EMERSON RD
 ELLENSBURG WA 98926-8438
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
Aberdeen General Business - Non-Resident	217284			Active	Jan-31-2027	May-22-2023
Cle Elum General Business - Non-Resident				Active	Jan-31-2027	May-02-2022
Ellensburg General Business - Non-Resident				Active	Jan-31-2027	Apr-08-2021
Franklin County General Business - Non-Resident	3073			Active	Jan-31-2027	Apr-06-2023
Marysville General Business - Non-Resident	9675SVC723			Active	Jan-31-2027	Jun-14-2023
Minor Work Permit				Active	Jan-31-2027	Feb-05-2007
Moxee General Business - Non-Resident				Active	Jan-31-2027	Apr-21-2022
Pasco General Business - Non-Resident	39283			Active	Jan-31-2027	May-05-2022
Spokane General Business - Non-Resident				Active	Jan-31-2027	Apr-06-2023
Twisp General Business - Non-Resident				Active	Jan-31-2027	Apr-28-2022
Yakima General Business - Non-Resident				Active	Jan-31-2027	Apr-27-2022
Zillah General Business - Non-Resident	178608			Active	Jan-31-2027	Feb-04-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MEADOR, ERIC	
ROYER, AARON	

Registered Trade Names

Registered trade names	Status	First issued
CRYSTAL CLEAR	Active	Oct-08-2010

The Business Lookup information is updated nightly. Search date and time: 1/26/2026 10:06:31 AM

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STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

January 23, 2026

WA UBI No.	602 678 209
L&I Account ID	010,032-48
Legal Business Name	WOODLAND RESOURCE SERVICES INC
Doing Business As	WOODLAND RESOURCE SERVICES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "7 to 10 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	WOODLRS792C5
License Expiration	03/12/2027

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](#)).

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Council Meeting Date:** 03/02/2026

		Date Rec'd	2/2/2026
		Clerk's File #	OPR 2022-0257
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IRFP 5528-21
Contact Name/Phone	TRACE 625-6524	Requisition #	CR 28299
Contact E-Mail	TBRADBURN@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	CONTRACT RENEWAL FOR CHEMICAL MANAGEMENT SERVICES		

Agenda Wording

Contract renewal 3 of 3 with Nalco Company, LLC (Spokane, WA) for chemical management services at the Waste to Energy Facility from 4/1/26-3/31/26 and a total cost not to exceed \$57,000.00.

Summary (Background)

The Waste to Energy Facility's boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components. On Feb. 16, 2022, bidding closed on IRFP 5528-21 for these services. Based on their response, Nalco Company, LLC. was awarded a two-year contract with the possibility of three 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?

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	\$ 57,000.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a chemical and lab supply expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 57,000.00
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	BRADBURN, TRACE
PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Zachary Singer, zachary.singer@ecolab.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL No. 3 of 3
**Title: Chemical Management Program and
Treatment Chemicals per IRFP 5528-21**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Nalco Company, LLC**, whose address is 421 West Riverside Avenue, Suite 770, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Water Treatment Service in the Water Treatment Analysis, Evaluation, Monitoring and Issuance of Recommendations with Support Logic for the WTEF; and

WHEREAS, the original Contract allowed for three (3) one-year additional renewals, this being renewal number three (3), therefore this contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 6, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2026, and shall end March 31, 2027.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY-SEVEN THOUSAND AND 00/100 (\$57,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

NALCO COMPANY, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – 3rd Renewal Pricing dated December 12, 2025

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



PURCHASING DEPARTMENT NELSON TEAM
 915 N. NELSON ST
 Spokane, WA 99202
 Phone 509 625 6527

CHEMICAL MANAGEMENT PROGRAM AND TREATMENT CHEMICALS
 Service Contract OPR 2022-0257

	2- Year Base Year Period	1st Renewal Period	2nd Renewal Period	3rd Renewal Period
	4/1/2022 Through 3/31/2024	4/1/2024 Through 3/31/2025	4/1/2025 Through 3/31/2026	4/1/2026 Through 3/31/2027
Boiler, Steam and Condensate Systems				
The estimated annual operating chemical cost for treating the boiler and steam system, is broken down by functionality as follows:	Cost	Cost	Cost	Cost
Boiler Corrosion and Scale Inhibitors Boiler	\$15,287.11	\$18,000.00	\$18,720.00	19,281.60
Feedwater Oxygen Scavenger	\$7,987.89	\$11,784.04	\$12,255.44	12,623.10
Steam and Condensate Treatment	\$6,945.60	\$9,456.00	\$9,834.24	10,129.27
Cooling Water Closed Loop Treatment	\$589.40	\$700.00	\$728.00	749.84
Testing Reagents, labware, equipment	\$3,000.00	\$4,600.00	\$4,784.00	4927.52
Analytical and Resin Analysis	Included	Included	Included	included
Corrosion Coupon Analysis Program	Included	Included	Included	included
SUBTOTAL	\$33,810.00	\$44,540.04	\$46,321.68	47,711.33
Chemical Deliveries	<p>Nalco Zero Defect Delivery Service – Nalco will handle all chemical deliveries into the facility using our Zero Defect Delivery Service. WTEF employees will not handle any of the boiler chemicals. This continues eliminating the risk of employee exposure to these chemistries. Product offloads of Nalco 356 and Nalco Eliminox will be 200 gallons each. The BT-2610 offloads will be 400 gallons each. All of the chemistry will be transferred by the Nalco Certified Delivery Specialist into either Stainless Steel Nalco Portafeed Units or your BT-2610 Bulk Tank.</p>			
Project Option:				
Nalco has recommended the use of a novel sidestream filter to continuously remove iron particulate in the CCW system to continue to prevent fouling of small diameter closed cooling water lines as well as heat exchange surfaces. This piece of equipment is a 3-in-1 tool (magnetic iron trap, particulate filter, and chemical shot-pot feeder). The cost of the equipment would be built into the first year of the contract, with the cost dropping off at the 2nd year. I have included a cutsheet of this equipment on the following page for WTEF review. This would replace the current shot-pot feeder that already exists off the CCW pumps. Nalco would supply and help start up the filter system. WTEF would be responsible for installation and subsequent maintenance on the filter (filter cartridge change-outs).	Cost	Cost	Cost	Cost
X-POT Compact SideStream Filter	\$6,256.00	\$6,256.00	\$7,890.60	8,127.32
Filter Cartridges (5 x 50 micron, 5 x 20 micron)	\$1,740.00	\$1,740.00	\$2,390.00	2461.70
SUBTOTAL	\$7,996.00	\$7,996.00	\$10,280.60	10,589.02
<p>Nalco Company LLC 421 West Riverside Ave, Suite 770 Spokane, Washington 99201 Phone 509 928 7713 Zachary J. Singer, Account Manager Cell 509 741 9221 zachary.singer@ecolab.com</p>	Two-Year Base Pricing Per NALCO response to IRFP 5528-21		<p>NAME: Mr. Zachary Singer</p> <p>SIGNATURE: <i>Zachary Singer</i></p> <p>DATE: 12/12/2025</p>	



< Business Lookup

License Information:

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

Entity name: NALCO COMPANY LLC

Business name: NALCO COMPANY LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-516-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1601 W DIEHL RD
NAPERVILLE IL 60563-0130

Mailing address: 1 ECOLAB PL
EGH-13
SAINT PAUL MN 55102-2739

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
Bellingham General Business	067385			Active		Jan-23-2020
Hoquiam General Business - Non-Resident				Active	Jan-31-2027	Mar-10-2023
Longview General Business - Non-Resident	552861			Active	Jan-31-2027	Jan-28-2020
Olympia General Business - Non-Resident	39995			Active	Jan-31-2027	Jan-27-2020
Shelton General Business - Non-Resident	0068580			Active	Jan-31-2027	Feb-11-2020
Snoqualmie General Business - Non-Resident				Active	Jan-31-2027	Sep-18-2023
Spokane General Business - Non-Resident				Active	Jan-31-2027	Mar-19-2020
Vancouver General Business - Non-Resident				Active	Jan-31-2027	Jan-27-2023
Woodland General Business - Non-Resident				Active	Jan-31-2027	Mar-10-2023
Yakima General Business - Non-Resident				Active	Jan-31-2027	Sep-22-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BOONE, JANDEEN M.	
CORONA, THERESA E.	
DONG, YOUHAO	

Registered Trade Names



Registered trade names	Status	First issued
NALCO WATER	Active	Mar-24-2021
NALCO WATER, AN ECOLAB COMPANY	Active	Mar-24-2021

The Business Lookup information is updated nightly. Search date and time: 2/2/2026 11:05:18 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Date Rec'd

2/3/2026

Clerk's File #

Cross Ref #

Project #

2023118

Council Meeting Date:

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? YES

Agenda Item Name

LOW BID AWARD - WASHINGTON STEVENS GRIND AND OVERLAY 2023118

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Washington Stevens Grind and Overlay - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Riverside Neighborhood Councils)

Summary (Background)

This largely fed funded project consists of a grind & overlay on Washington St. between 3rd & 8th. Also included is replacement of the water distribution main. There are related grind & overlay projects on 3rd Ave. from Walnut to Stevens, on Stevens from 3rd to 8th and on 3rd from Stevens to Division. A detour will be necessary for a portion of the project. Construction is planned for this spring and summer. See attached exhibit. On ____, bids were opened for the above project. The low bid was 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	\$ 800,000.00 (est.)
Current Year Cost	\$ 800,000.00
Subsequent Year(s) Cost	\$
Narrative	
Federally funded	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86163
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Federally funded	
Expense Occurrence One-Time	
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Dept Head	Additional Approvals
	<u>ACCOUNTING -</u>
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	



3rd Ave – Walnut to Stevens (related project)

3rd Ave – Stevens to Division (related project)

Stevens –
3rd to 8th
(related
project)

Washington
– 3rd to 8th (this project)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/4/2026**Clerk's File #****Cross Ref #****Project #** 2024080**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name** LOW BID AWARD - SPOKANE SCHOOL WALK ROUTES 2024080**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for Chestnut Street Bridge Scour 2022093 - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

Summary (Background)

This largely state-funded project consists of pedestrian improvements in and around five elementary schools and one middle school. Refer to the attached exhibits for the locations of the various project elements. Construction is planned for this spring and summer. 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 \$ 1,500,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

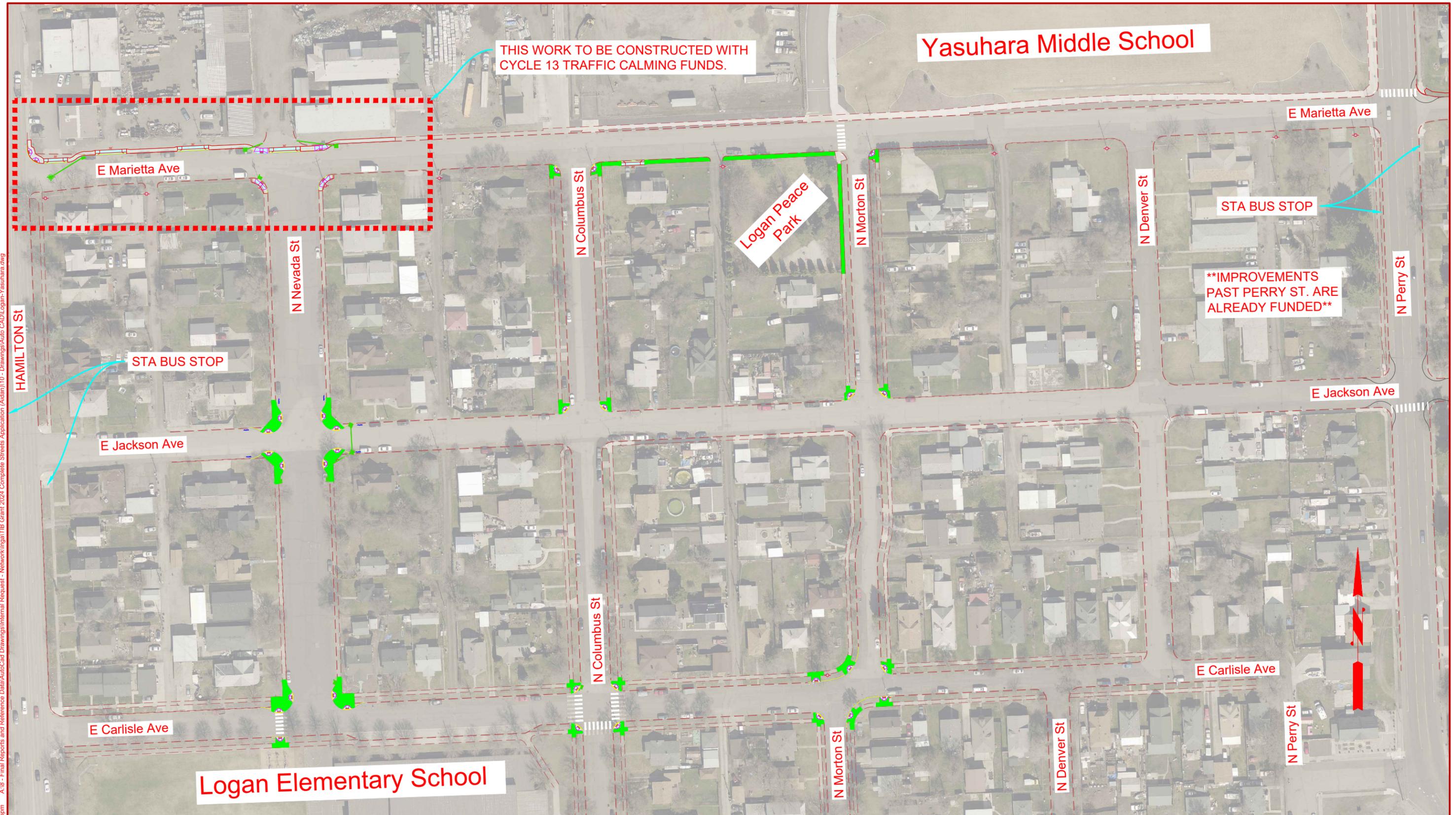
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 2,000,000 (est.)
Current Year Cost	\$ 2,000,000
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This largely state funded project consists of pedestrian improvements in and around five elementary schools and one middle school.	
Amount	
Budget Account	
Expense \$ 0	# 3200 95166 95300 56501 86172
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Primarily with a state grant.	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	ACCOUNTING -
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	

Plotted On: Feb 03, 2026 - 1:55pm
A18 - Final Reports and Reference Data/AutoCad Drawings/Internal Request - Network/Logan/Yasuhara.dwg
A18 - Final Reports and Reference Data/AutoCad Drawings/Internal Request - Network/Logan/Yasuhara.dwg



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.

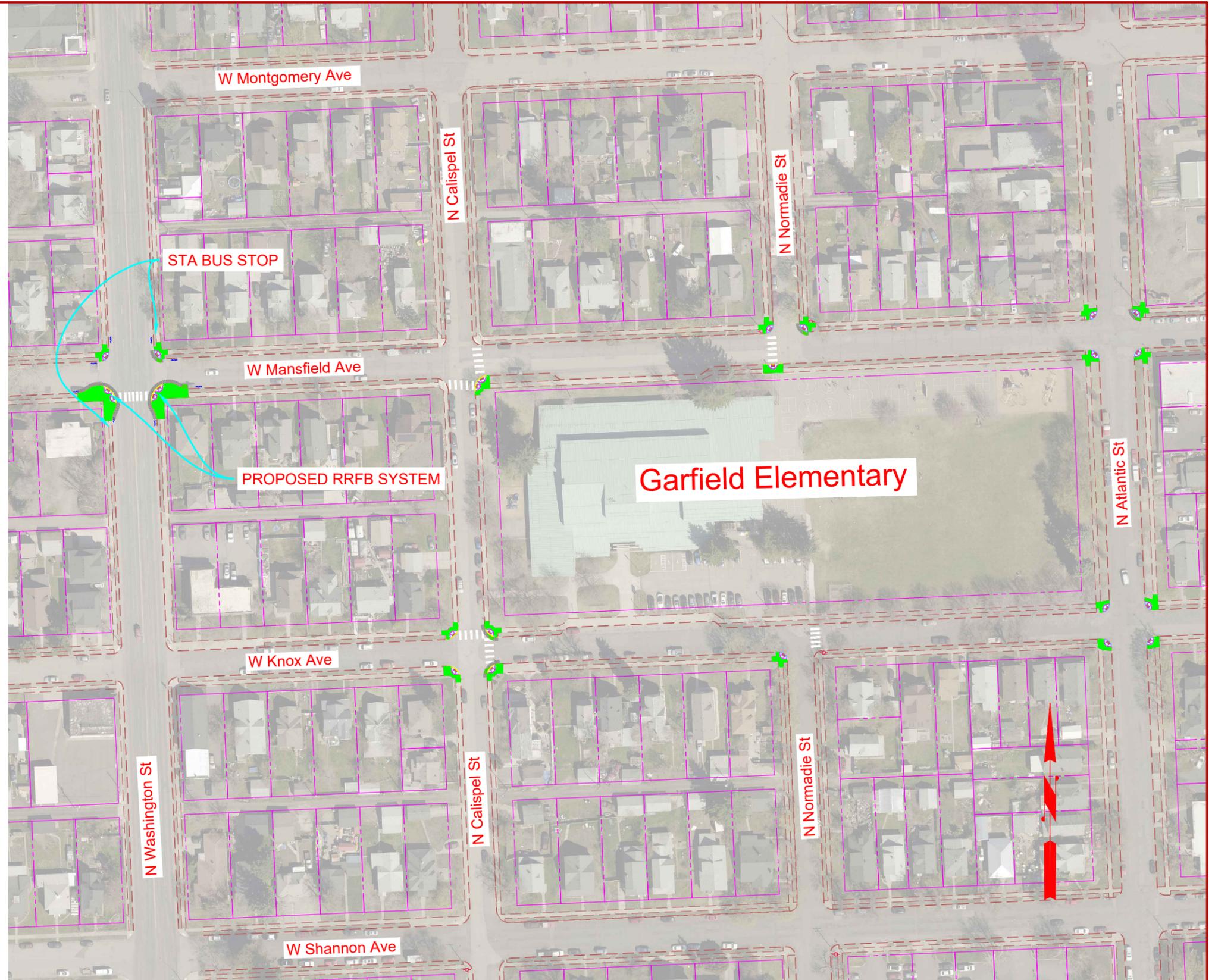
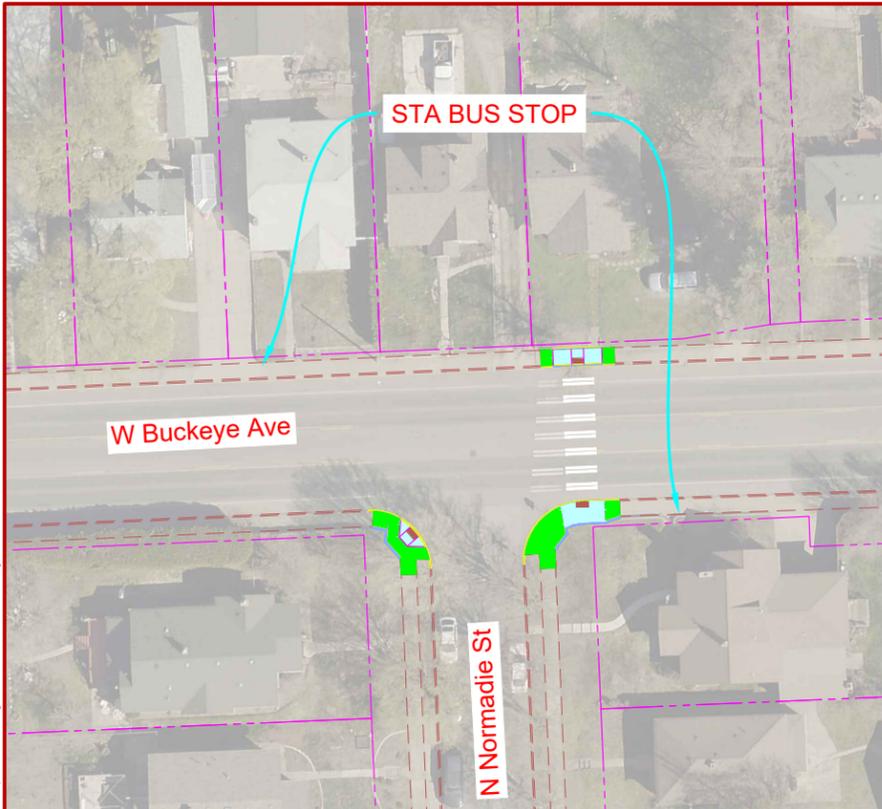
Logan/Yasuhara

TIB Complete Streets Application

Legend

- New ADA Ramp
- Crosswalk
- New sidewalk
- Existing sidewalk/curb
- New manhole or drain
- Existing manhole or drain
- Existing pipe
- New Pipe
- School 20 mph Zone

Printed On: Feb 03, 2026 - 1:52pm A:\8 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Networking\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Garfield.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

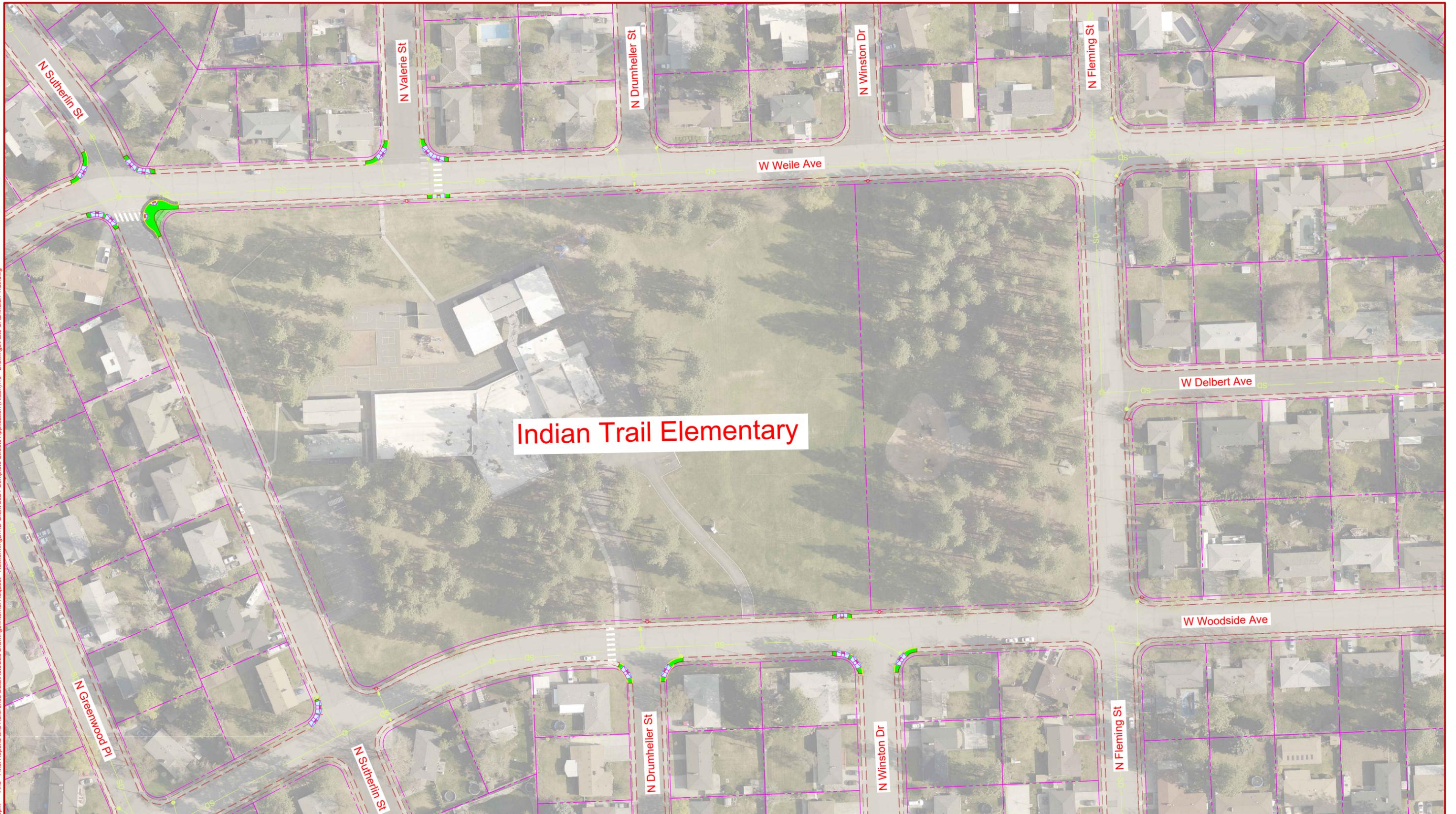
Garfield Elementary

TIB Complete Streets Application

Legend

	New ADA Ramp		New manhole or drain
	Crosswalk		Existing manhole or drain
	New sidewalk		Existing pipe
	Existing sidewalk/curb		New Pipe
			School 20 mph Zone

Printed On: Feb 03, 2026 - 1:53pm A:\18 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Networking\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Indian Trail.dwg



Indian Trail Elementary

Indian Trail Elementary

TIB Complete Streets Application

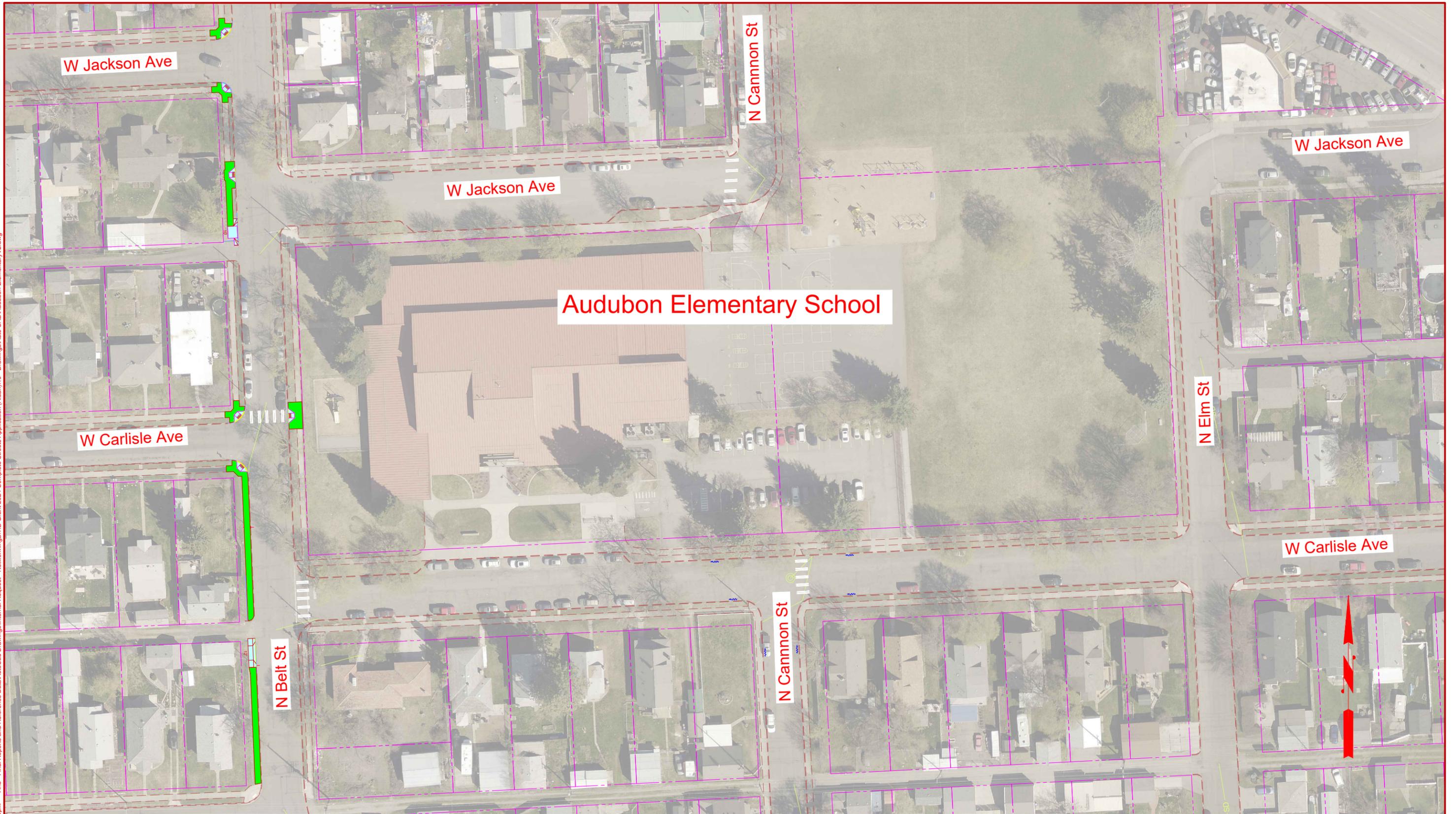


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

Legend		New manhole or drain	
New ADA Ramp		Existing manhole or drain	
Crosswalk		Existing pipe	
New sidewalk		New Pipe	
Existing sidewalk/curb		School 20 mph Zone	

Printed On: Feb 03, 2026 - 1:49pm A:\18 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Network\TIB Grant 2024 Complete Streets Application (Aidan)\10 - Drawings\Auto CAD\Audubon Elementary\YZ.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

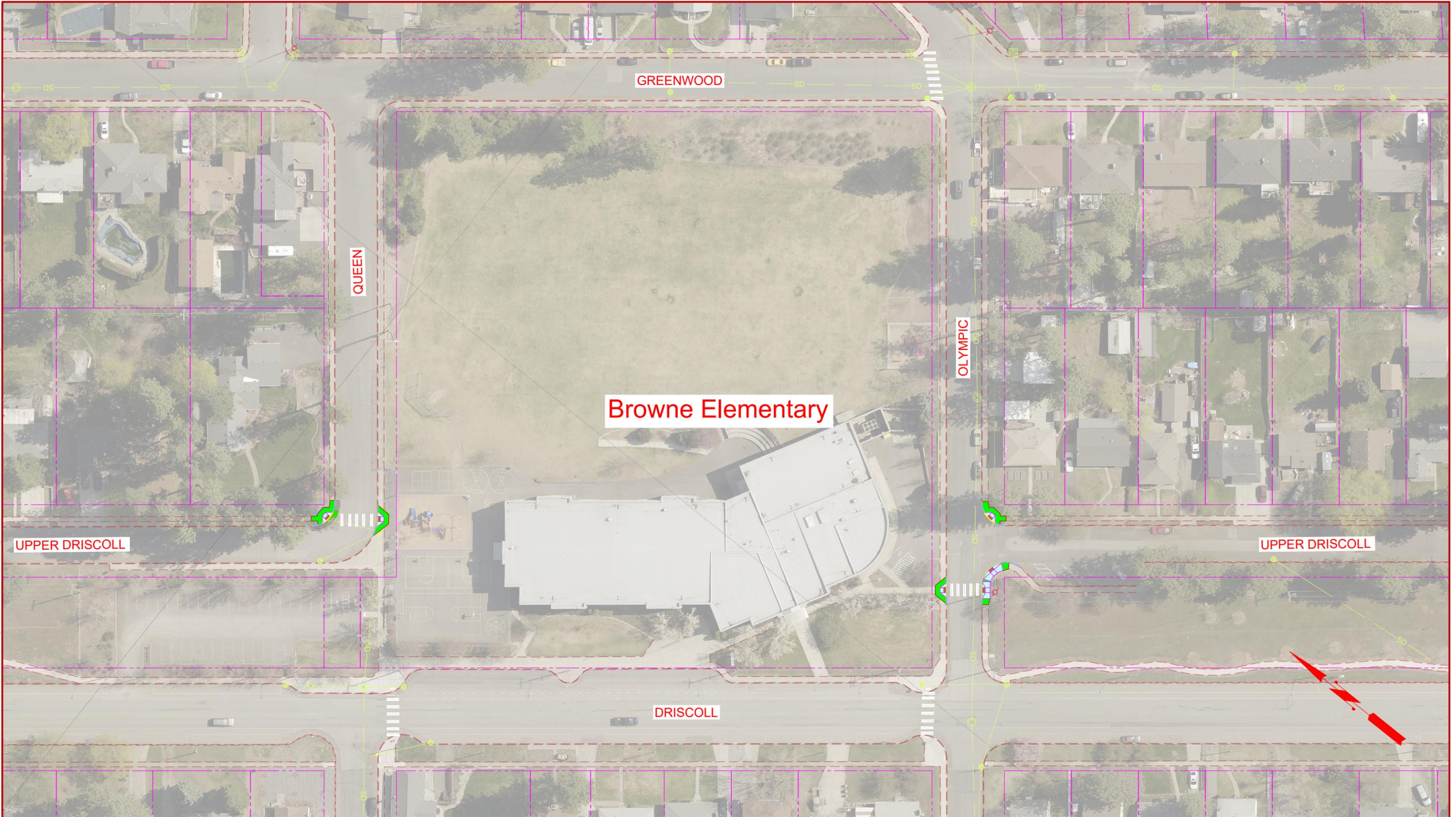
Audubon Elementary

PROJECT #

TIB Complete Streets Application

Legend	
New ADA Ramp	
Crosswalk	
New sidewalk	
Existing sidewalk/curb	
New manhole or drain	
Existing manhole or drain	
Existing pipe	
New Pipe	
School 20 mph Zone	

Printed On: Feb 03, 2026 - 1:51:00pm A:18 - Final Reports and Reference Data/AutoCad Drawings/Internal Request - Network/TIB Grant 2024 Complete Streets Application (Aidan)10 - Drawings/Auto CAD/Browne.dwg



GREENWOOD

QUEEN

Browne Elementary

OLYMPIC

UPPER DRISCOLL

UPPER DRISCOLL

DRISCOLL



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

Browne elementary

TIB Complete Streets Application

Legend

- New ADA Ramp
- Crosswalk
- New sidewalk
- Existing sidewalk/curb



- New manhole or drain
- Existing manhole or drain
- Existing pipe
- New Pipe
- School 20 mph Zone



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/3/2026**Clerk's File #****Cross Ref #****Project #** 2024074**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name** LOW BID AWARD - HIGH VISIBILITY CROSSWALKS CITY WIDE 2024074**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for High Visibility Crosswalks - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhood Councils)

Summary (Background)

This fed funded project consists of installation of high visibility crosswalks (piano key type) at approximately 35 arterial intersections citywide. Studies have shown that the piano key type crosswalks are safer than the traditional two line style crosswalk. On _____, bids were opened for the above project. The low bid was 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	\$ 1,500,000.00 (est.)
Current Year Cost	\$ 1,500,000.00 (est.)
Subsequent Year(s) Cost	\$
Narrative	
Federally funded	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86173
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Federally funded	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
<u>Dept Head</u>	<u>ACCOUNTING -</u>
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/3/2026

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

2023123

Council Meeting Date:**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

LOW BID AWARD - GREENE-FREYA-HAVANA BRIDGES DECK MAINTENANCE

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Greene-Freya-Havana Bridges Deck Maintenance - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Chief Gary Park and East Central Neighborhood Councils)

Summary (Background)

This federally funded project repairs the decks of four bridges. This project is planned for this summer and will result in significant traffic impacts due to the need to close traffic in one direction to provide room for workers and equipment. This is similar to how the Maple St. bridge deck was repaired in 2024. On _____, bids were opened for the above project. The low bid was 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.

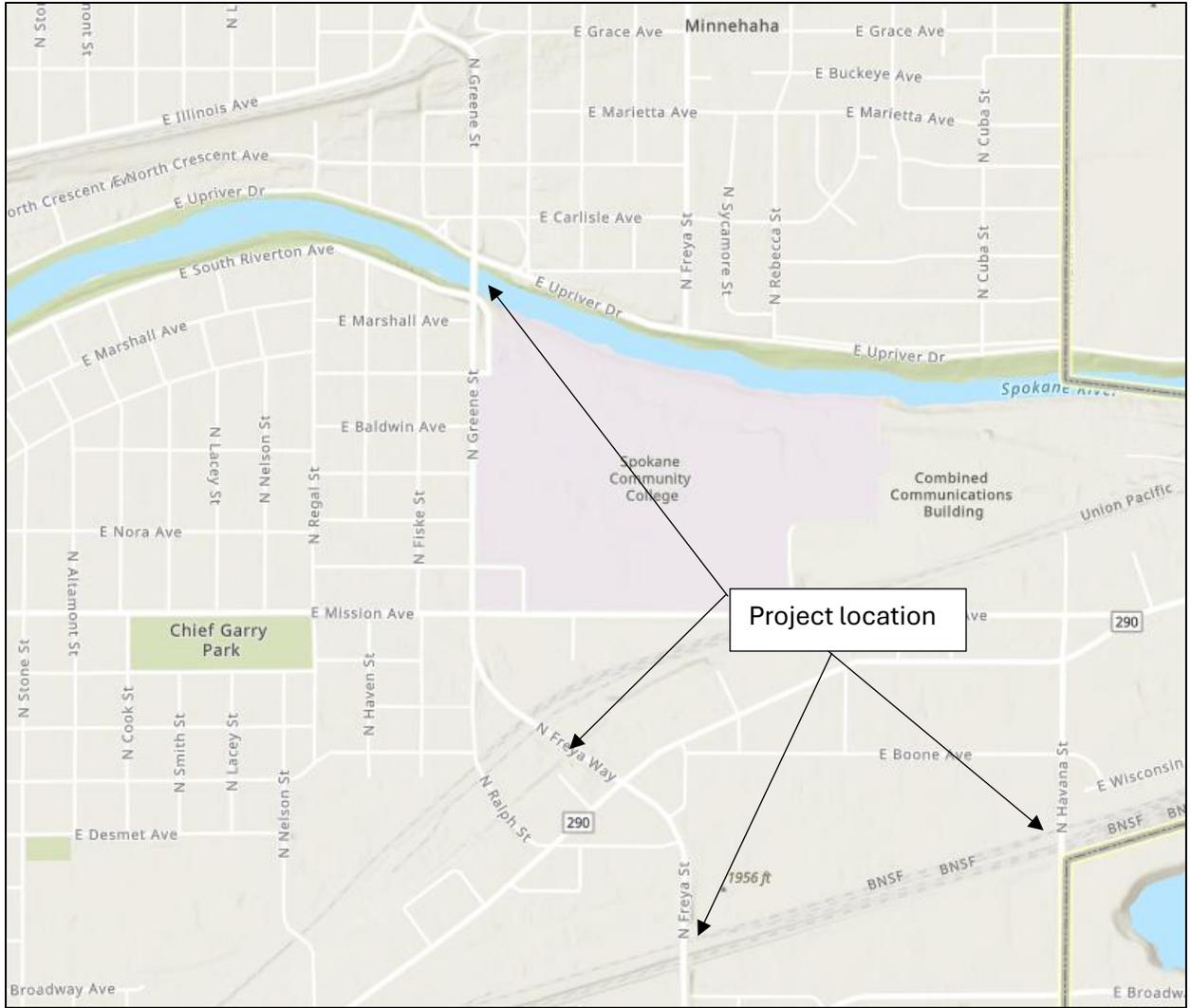
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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	\$ 3,500,000 (est.)
Current Year Cost	\$ 3,500,000
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
This federally funded project repairs the decks of four bridges.	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86140
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	
Dept Head	Additional Approvals
	<u>ACCOUNTING -</u>
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/3/2026

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

2023106

Council Meeting Date:**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

LOW BID AWARD - FISH LAKE TRAIL PHASE 1 2023106

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Fish Lake Trail Phase 1 - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (West Hills Neighborhood Councils)

Summary (Background)

This project, the first of two phases, connects the existing Fish Lake Trail to the Centennial Trail. This project runs mostly along the south side of Government Way. This is the first of two phases and is planned for construction this year. The second phase of the project is planned for construction primarily in 2027. The project runs from the existing Fish Lake Trailhead southeast of Sunset Hwy & Government Way northeasterly along Government Way to about 6th Ave. where the trail heads down the slope, across Hangman/Latah Cr. to connect to an existing Centennial Trail spur. See attached exhibit. On _____, bids were opened for the above project. The low bid was 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?

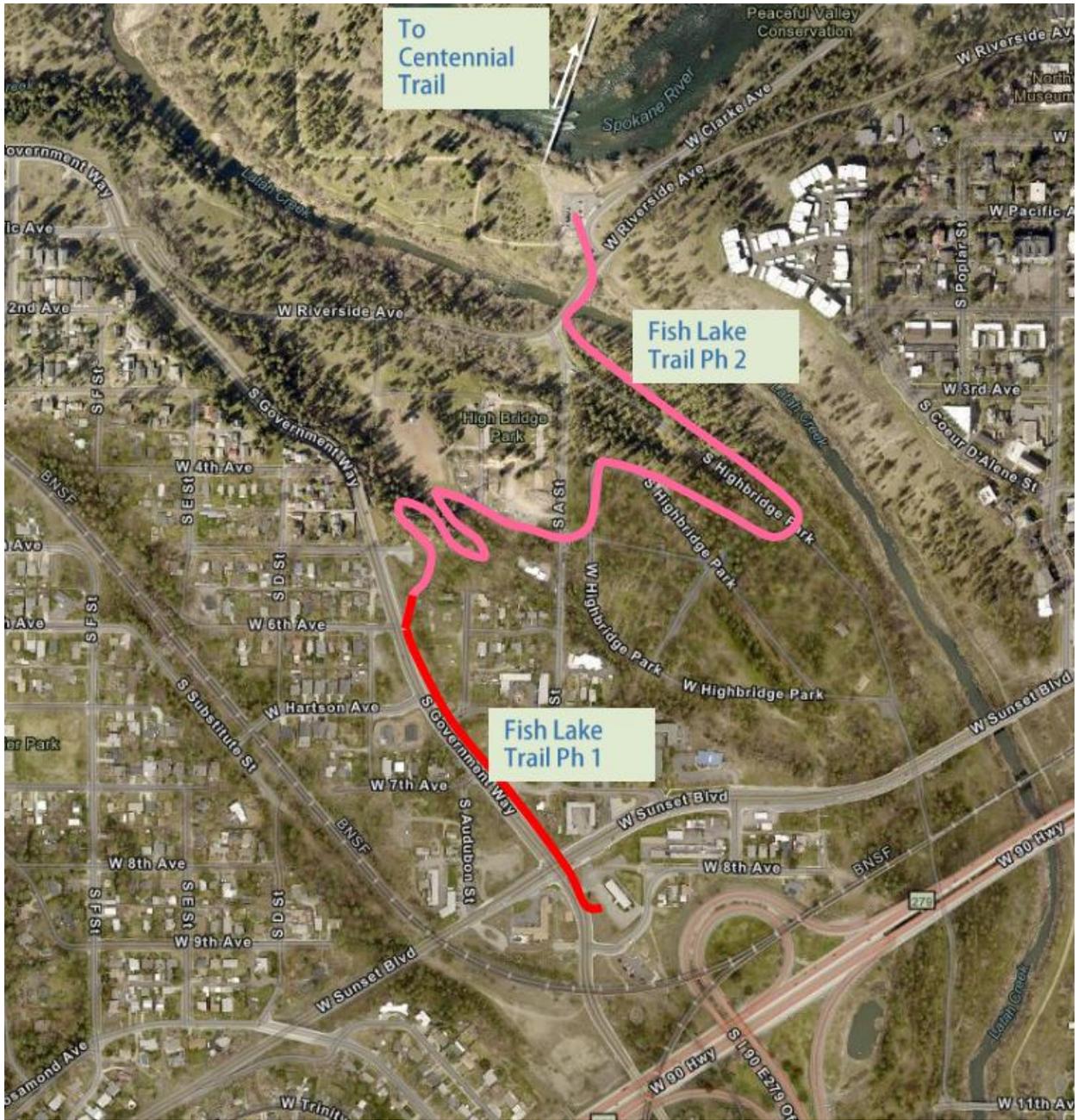
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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	\$ 2,800,000.00 (est.)
Current Year Cost	\$ 2,800,000.00 (est.)
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
A majority of this project is paid with federal grants with a smaller share coming from the arterial street fund and impact fees.	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86135
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.)	
Approvals	
Additional Approvals	
<u>Dept Head</u>	<u>ACCOUNTING -</u>
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	







Agenda Sheet for City Council:

Committee: PIES **Date:** 02/09/2026

Committee Agenda type: Consent

Date Rec'd

2/4/2026

Clerk's File #

Cross Ref #

Project #

2022093

Council Meeting Date:

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? YES

Public Works? YES

Agenda Item Name

LOW BID AWARD - CHESTNUT STREET BRIDGE SCOUR 2022093

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Chestnut Street Bridge Scour 2022093 - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Latah Neighborhood Council)

Summary (Background)

This mostly federally funded project will mitigate the scour that has occurred at the base of the bridge piers. This bridge is an important connection to town for the peaceful valley neighborhood as well as carrying a large diameter water main. The bridge scour has been worsening in recent years. The proposed project consists of bypassing the creek around the work zone, removing material beneath and upstream/downstream of the bridge approximately 30' to a 5' depth and replacing with boulders to armor the creek bed in the vicinity of the piers. This project required extensive permitting which is now complete. Construction is planned during the dry season this summer/fall. The bridge will remain open during construction. 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 \$ 1,500,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

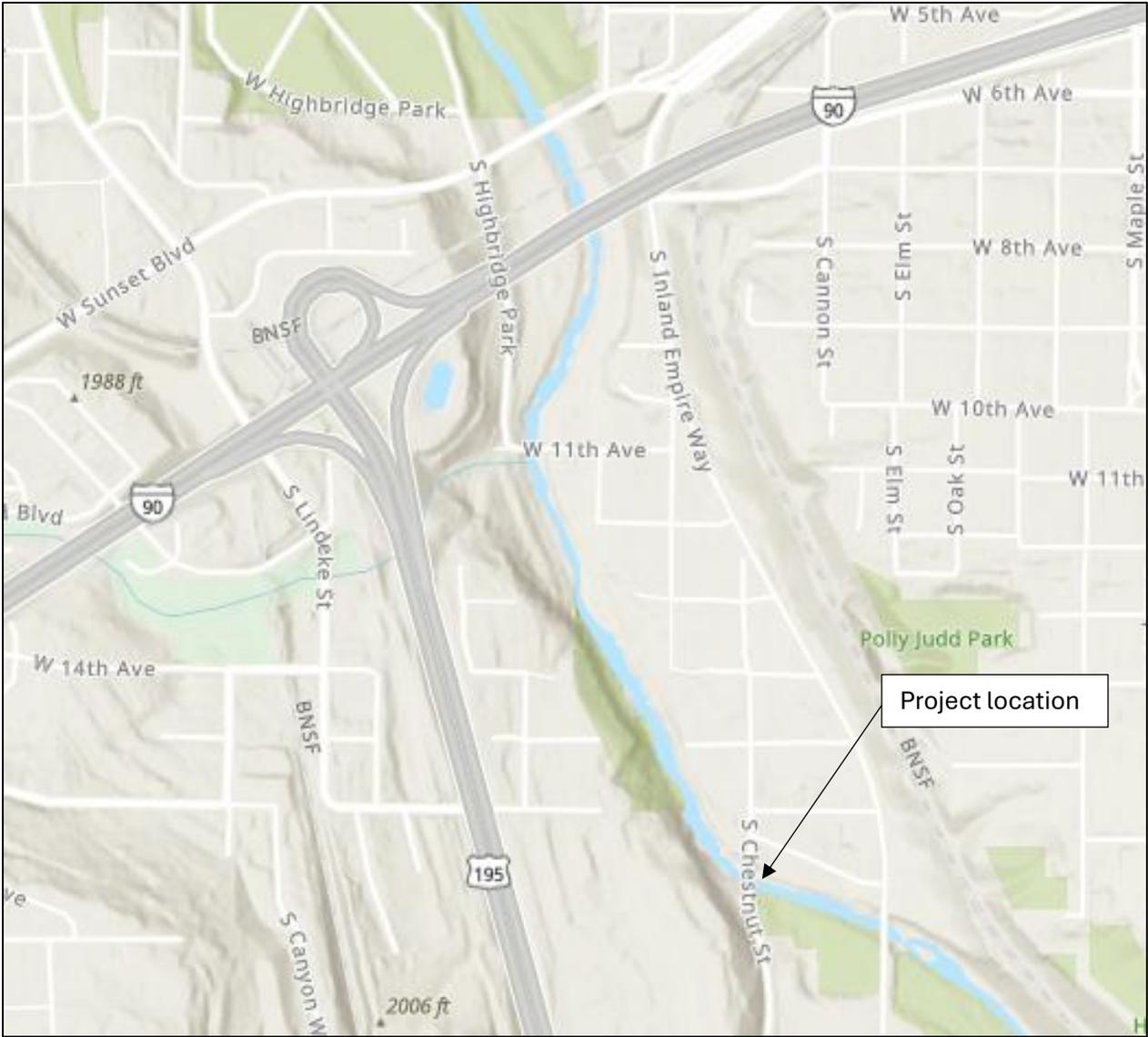
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 1,600,000 (est.)
Current Year Cost	\$ 1,600,000
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This project will be paid with water dept funds over the 2026 - 2027 construction years.	
Amount	
Budget Account	
Expense \$ 00	# 3200 95164 95300 56501 86128
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Mostly federal grant, small part arterial street fund	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	Additional Approvals
Division Director	ACCOUNTING -
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
mvalen@spokanecity.org	



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/3/2026**Clerk's File #****Cross Ref #****Project #** 2024062**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name** LOW BID AWARD - 3RD AVENUE AND STEVENS STREET GRIND AND OVERLAYS**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 3rd Avenue and Stevens Street Grind and Overlays - \$__. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Riverside and Cliff-Cannon Neighborhood Councils)

Summary (Background)

This largely fed funded project consists of a grind & overlay on 3rd Ave. between Walnut & Stevens and on Stevens between 3rd & 8th. There is a related grind & overlay project on Washington St from 3rd to 8th, and another related grind & overlay project on 3rd from Stevens to Division. See attached exhibit. Lane closures, but not detours, are planned for project alignment, but side streets will be temporarily closed during certain phases. Construction is planned for this spring & summer. On _____, bids were opened for the above project. The low bid was 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.

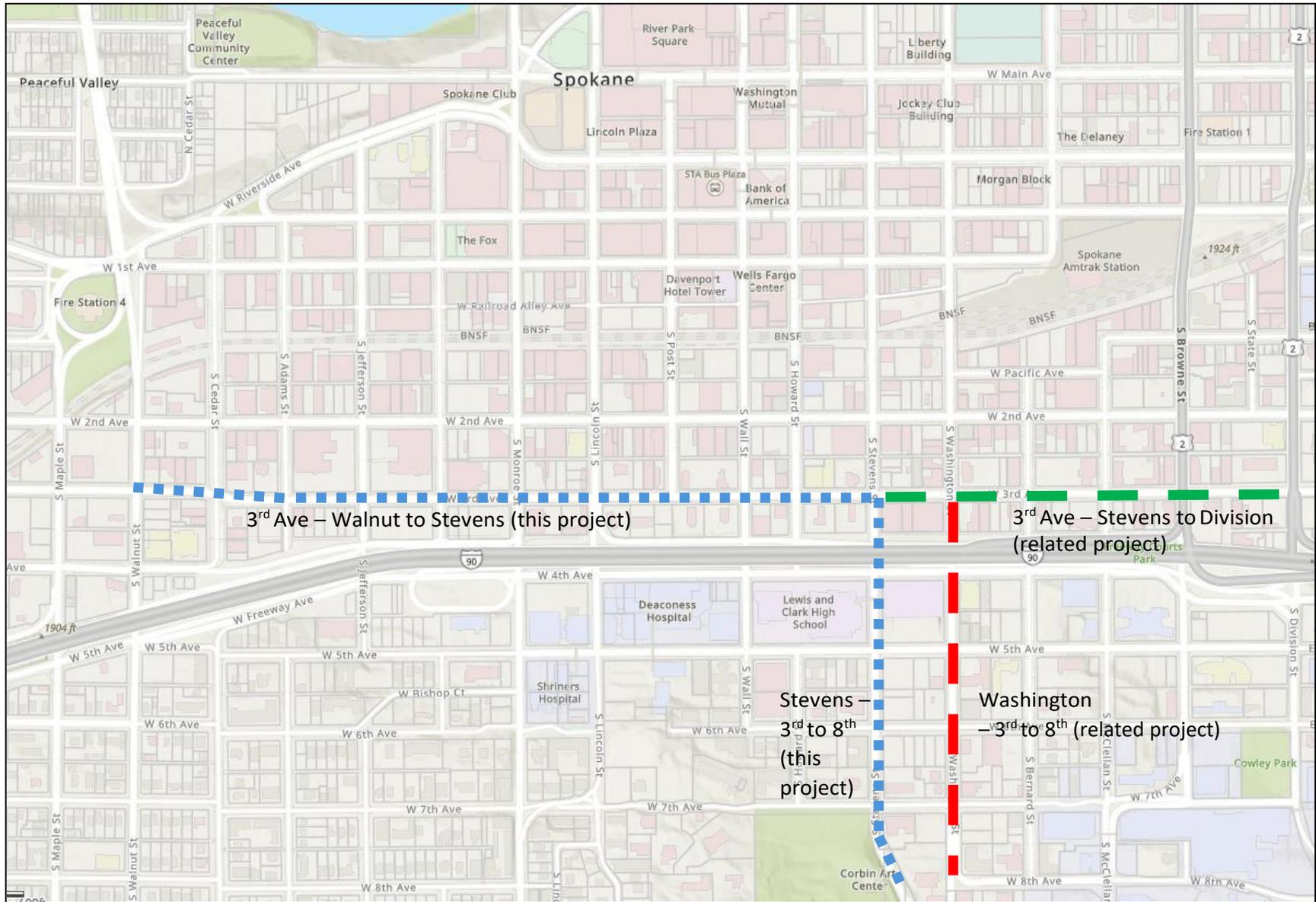
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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	\$ 3,200,000 (est.)
Current Year Cost	\$ 3,200,000
Subsequent Year(s) Cost	\$ 0
Narrative	
This largely fed funded project.	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86158
Select \$	#
Funding Source One-Time	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
n/a	
Approvals	
Dept Head	Additional Approvals
	<u>ACCOUNTING -</u>
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	



3rd Ave – Walnut to Stevens (this project)

3rd Ave – Stevens to Division
(related project)

Stevens –
3rd to 8th
(this
project)

Washington
– 3rd to 8th (related project)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/3/2026**Clerk's File #****Cross Ref #****Project #** 2025042**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name** LOW BID AWARD - 2026 STREET MAINTENANCE CURB RAMPS 2025042**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2026 Street Maintenance Curb Ramps - \$__. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

Summary (Background)

This is the annual curb ramp project associated with the street department grind and overlay project. The street dept does not have concrete crews capable of performing this amount of work so the ADA required curb ramps are contracted out. The locations are dictated by the street department grind and overlay projects. On ____, bids were opened for the above project. The low bid was 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	\$ 800,000.00 (est.)
Current Year Cost	\$ 800,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
N/A	
Amount	
Budget Account	
Expense \$ 0	# 3200 49828 42300 54201 86179
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	
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd**

2/3/2026

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

2025046,47,48

Council Meeting Date:**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

LOW BID AWARD - 2025 CYCLE 13 TRAFFIC CALMING 2025046, 47, 48

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Cycle 13 Traffic Calming - \$__. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

Summary (Background)

This locally funded annual project this year consists of rectangular rapid flashing beacons (RRFB), pedestrian hybrid beacons (PHB) - the ones that look like a stoplight, speed humps, bump outs, an intersection realignment, crosswalks and a traffic signal in various locations throughout town. Refer to attached exhibits for locations of the various project elements. Construction is planned for this spring & summer. On _____, bids were opened for the above project. The low bid was 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?

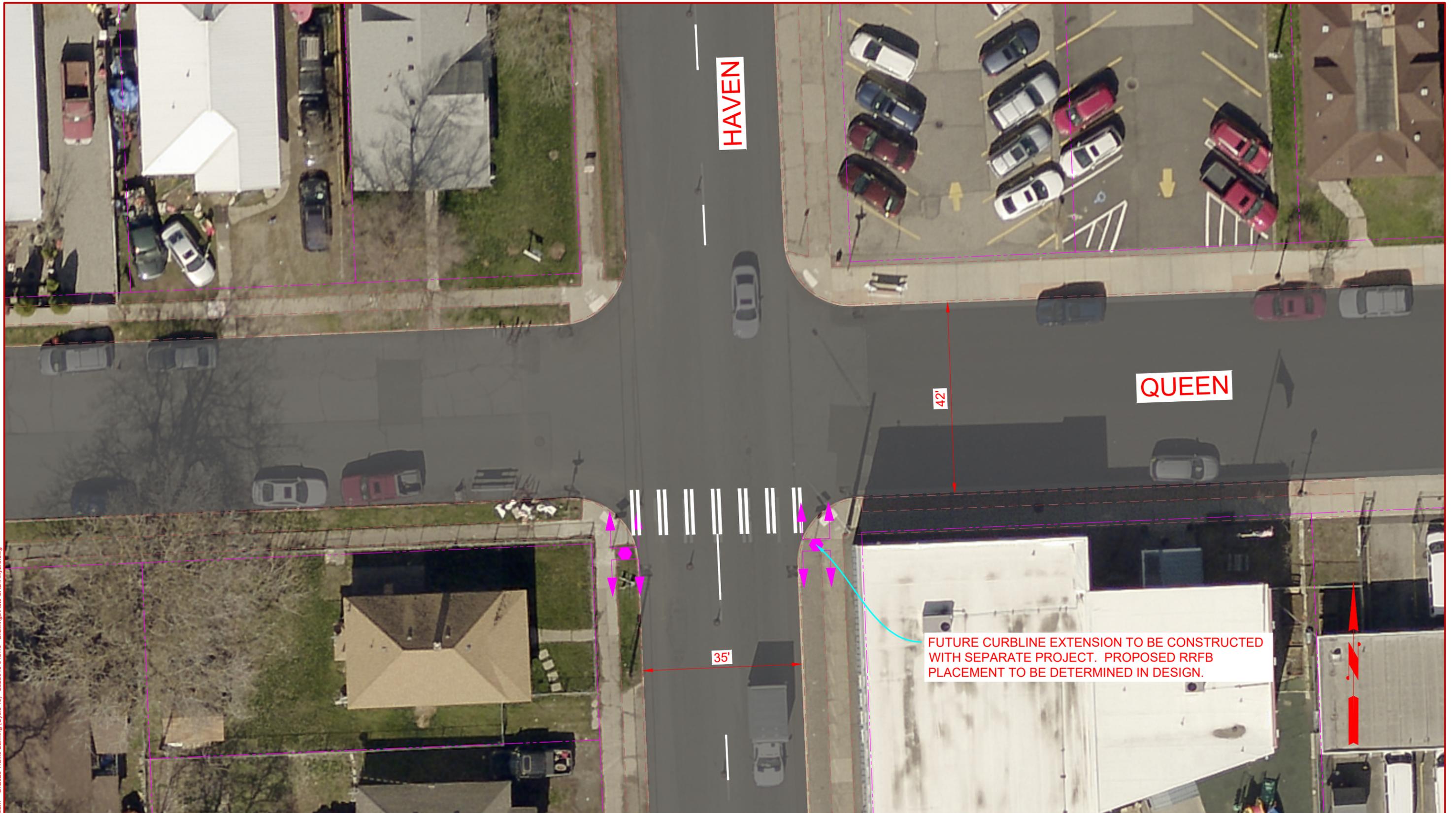
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 2,500,000 (est.)
Current Year Cost	\$ 2,500,000
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
N/A	
Amount	
Budget Account	
Expense \$ 0	# 1380 24101 95300 56501 21016
Expense \$ 0	# 1380 24102 95300 56501 21016
Expense \$ 0	# 1380 24103 95300 56501 21016
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	
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

Printed On: Apr 15, 2025 - 10:15am B:\2025 Traffic Calming (Cycle 13) - 20250046-048110 - Drawings\Auto CAD\Hillyard.dwg



HAVEN

QUEEN

42'

35'

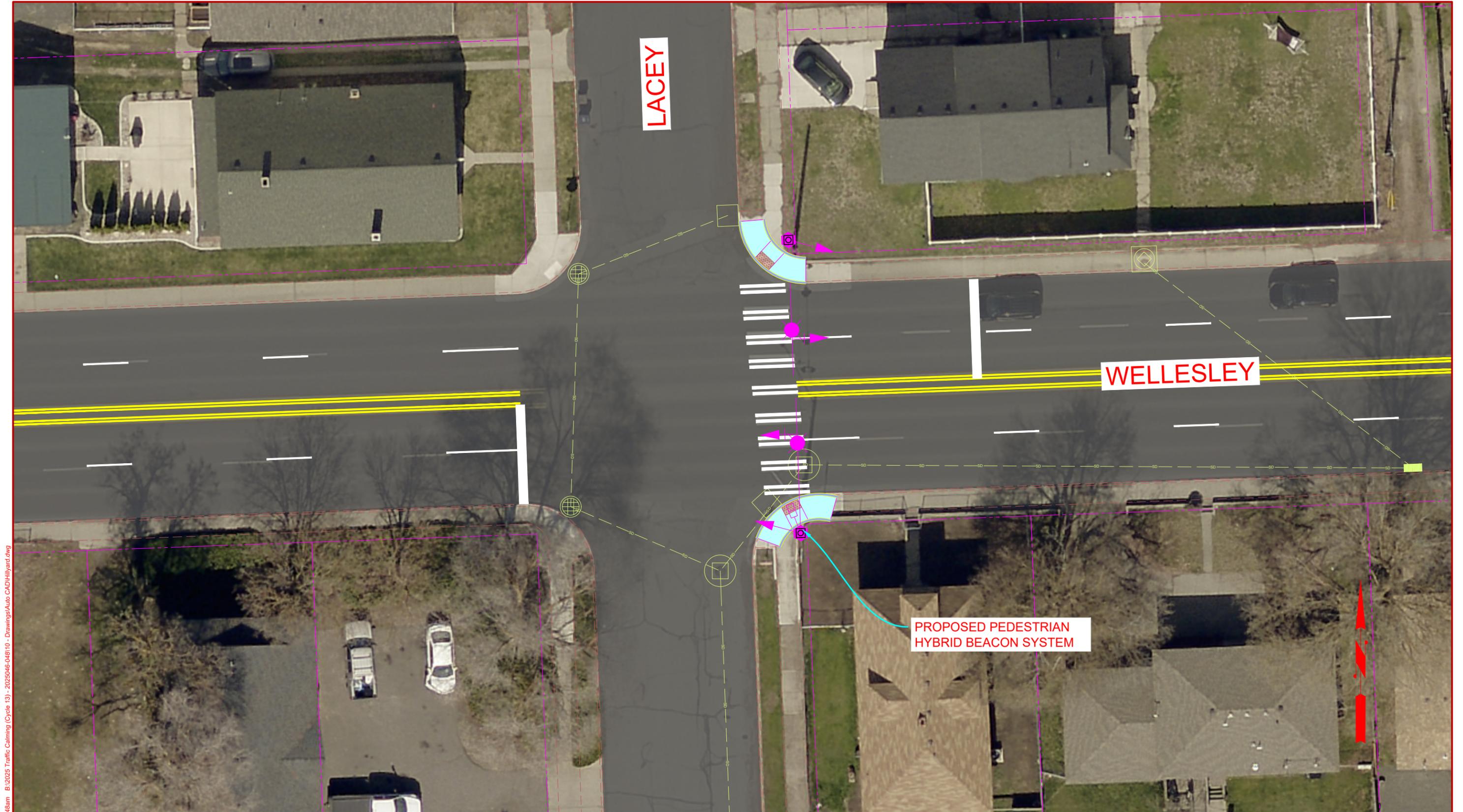
FUTURE CURBLINE EXTENSION TO BE CONSTRUCTED WITH SEPARATE PROJECT. PROPOSED RRFB PLACEMENT TO BE DETERMINED IN DESIGN.



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

QUEEN AVENUE & HAVEN STREET
PROJECT # 20250046
INTERSECTION
RECTANGULAR RAPID FLASH BEACON SYSTEM



Plotted On: May 12, 2025 - 11:48am B:\2025 Traffic Calming (Cycle 13) - 2025046-04810 - Drawings\Auto CAD\Hillyard.dwg

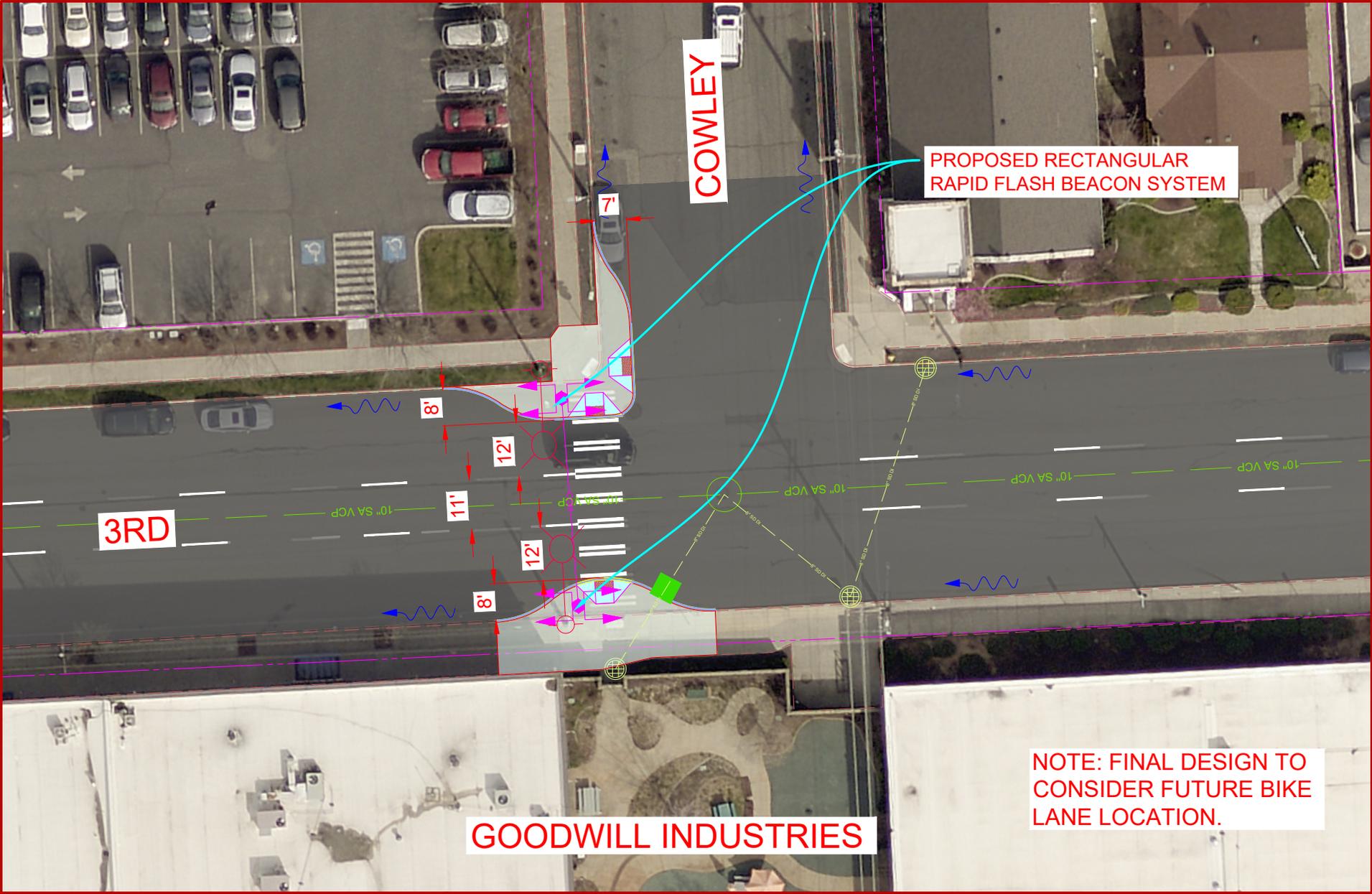


PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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

WELLESLEY AVENUE & LACEY STREET
 PROJECT # 20250046
 INTERSECTION
 PEDESTRIAN HYBRID BEACON

Plotted On: Nov 19, 2024, 3:44pm B:\2025 Traffic Calming (Cycle 13) - 2025046-048\10 - Drawings\Auto CAD\Goodwill-3rd & Cowley RRFB.dwg



PROPOSED RECTANGULAR RAPID FLASH BEACON SYSTEM

COWLEY

3RD

GOODWILL INDUSTRIES

NOTE: FINAL DESIGN TO CONSIDER FUTURE BIKE LANE LOCATION.

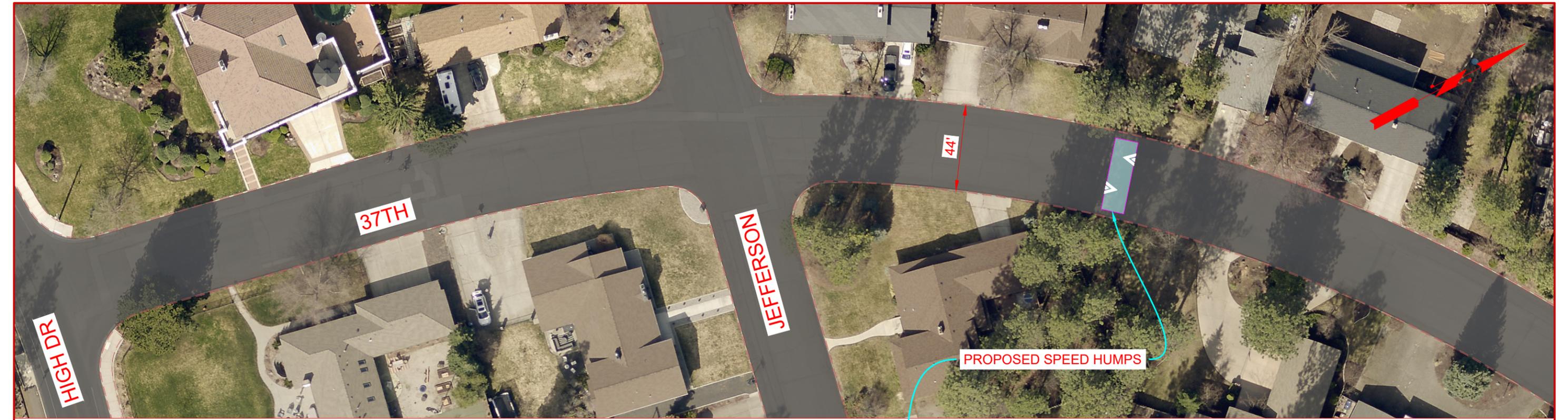


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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3rd Ave. & Cowley St.
PROJECT # 2025047

RRFB & CURB EXTENSIONS



Plotted On Nov 19, 2024 - 3:11:02 PM Traffic Calming (Cycle 13) - 2025046-048\10 - Drawings\Auto CAD\Comstock.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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37TH AVENUE
 PROJECT # 2025047
 HIGH DRIVE TO BERNARD STREET
 SPEED HUMPS

Plotted: On May 13, 2025 — 2:05:00 PM — Traffic Calming (Cycle 13) — 2025046-048\10 — Drawings\Auto CAD\Lincoln Heights.dwg



PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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NORTH ALTAMONT BOULEVARD
 PROJECT # 2025047
 JAQUES STREET TO 11TH AVENUE
 CURBLINE EXTENSION & RAISED CROSSWALK

Plotted: On May 13, 2025 — 2:02:00 PM Traffic Calming (Cycle 13) — 2025046-048\10 — Drawings\Auto CAD\West Hills.dwg

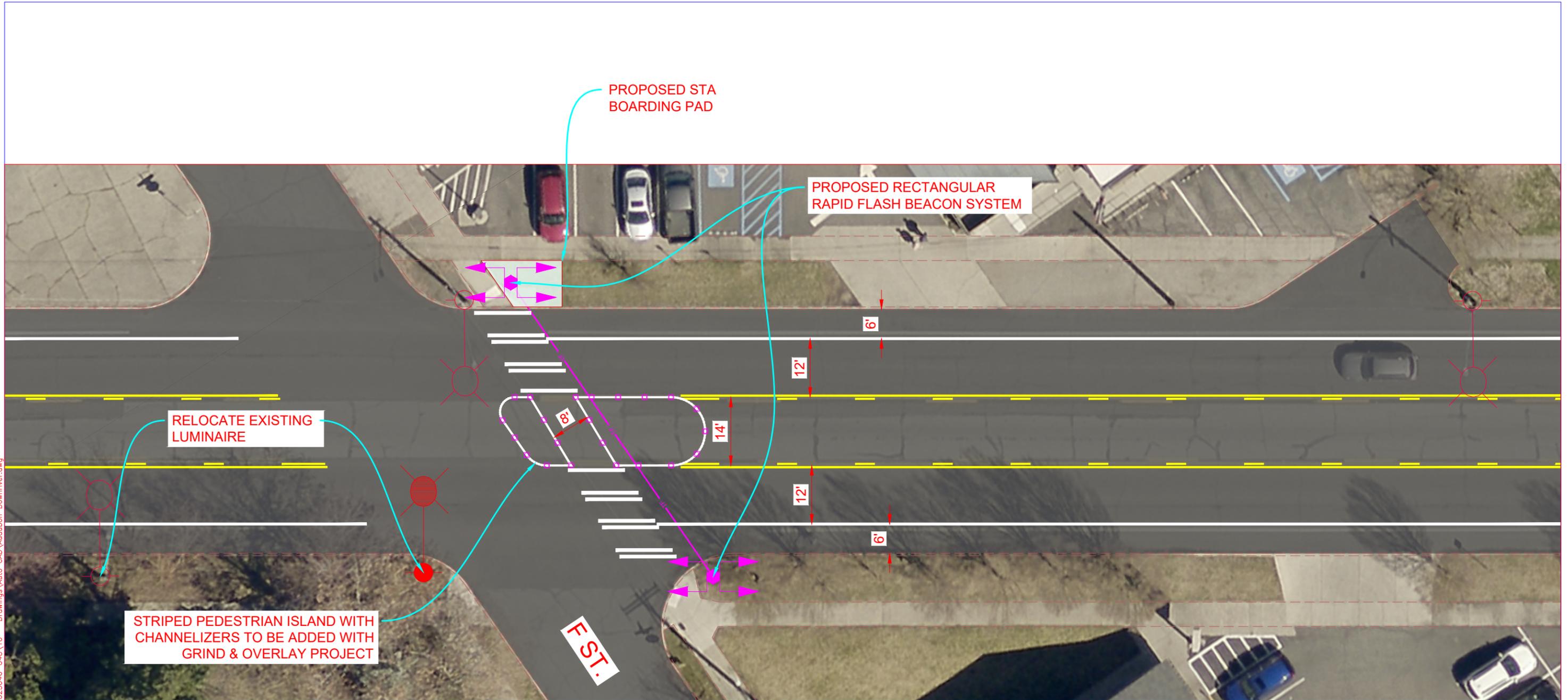


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

ROSAMOND AVENUE
PROJECT # 2025046
F STREET TO E STREET
INTERSECTION REALIGNMENT & SIDEWALK

Plotted: On Nov 20, 2024 - 9:25:02 AM Traffic Calming (Cycle 13) - 2025046-048\10 - Drawings\Auto CAD\Audubon Downriver.dwg

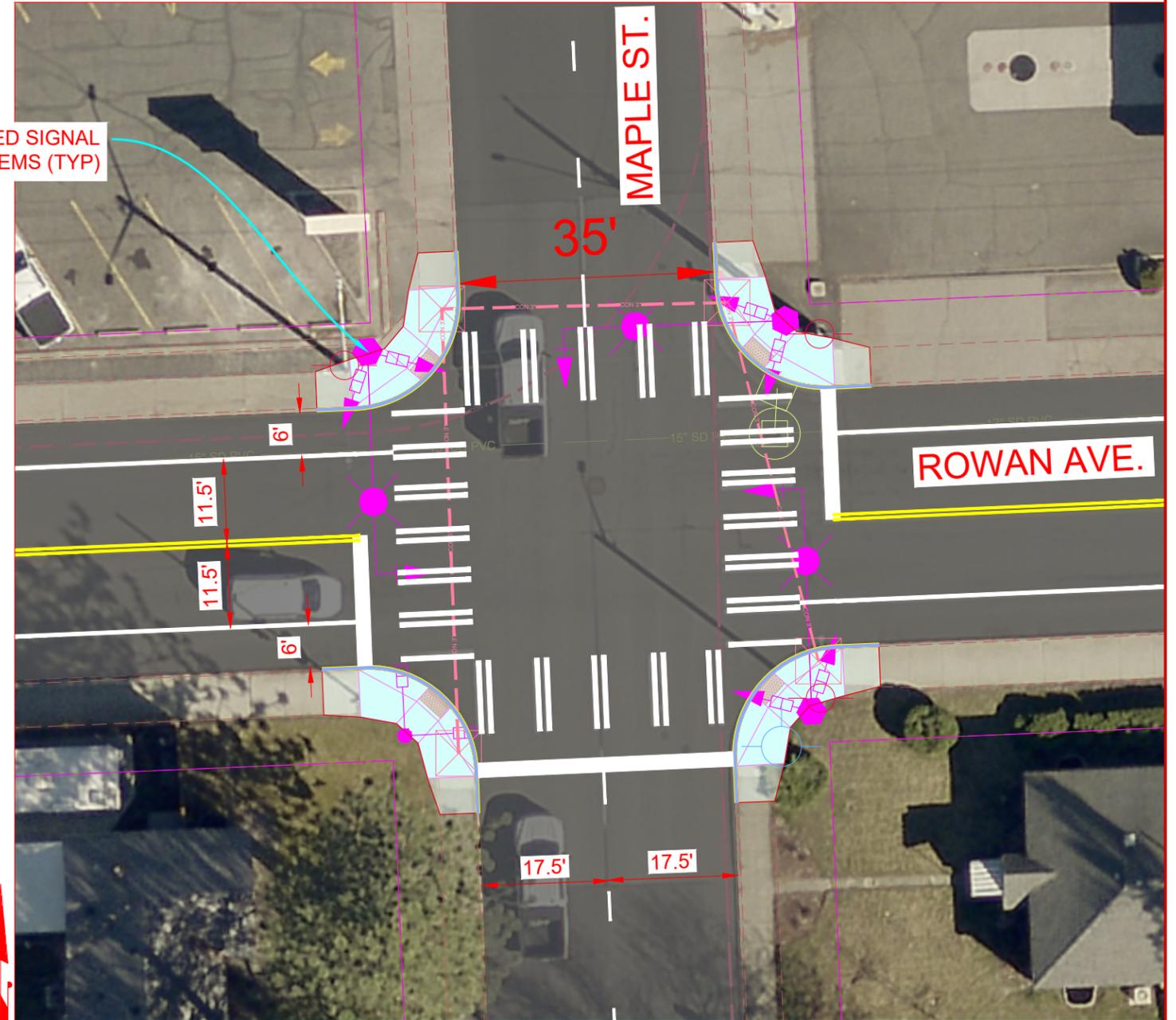
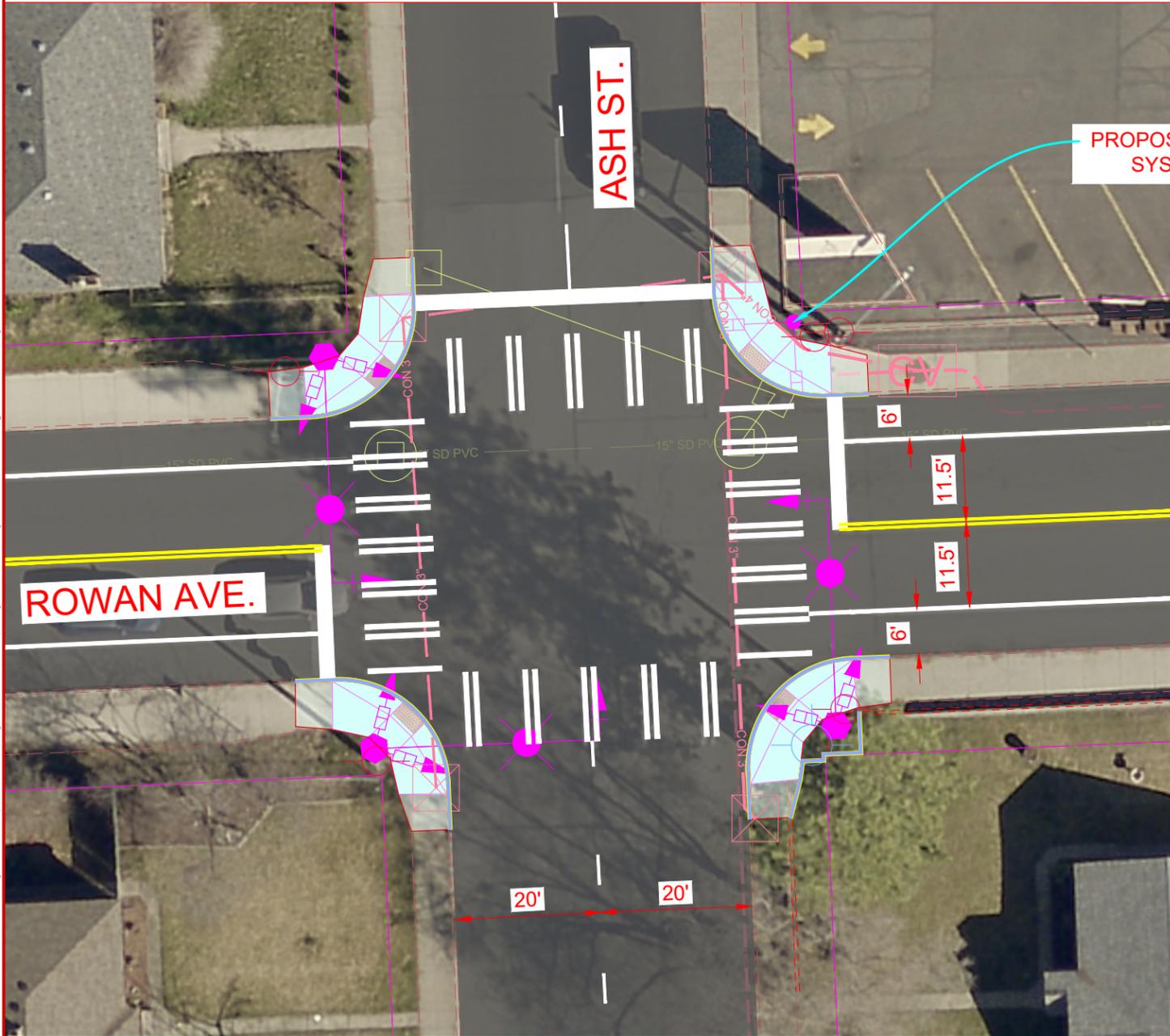


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

NORTHWEST BOULEVARD
PROJECT # 2025048
F STREET INTERSECTION
RECTANGULAR RAPID FLASH BEACON

Plotted On: Feb 03, 2025 - 1:36pm A:\8 - Final Reports and Reference Data\AutoCad Drawings\Internal Request - Networking\Rowan & Ash-Maple Signals\10 - Drawings\Auto CAD\ROWAN @ MAPLE-ASH.dwg



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

MAPLE - ASH @ ROWAN

PROPOSED SIGNAL SYSTEMS

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/4/2026**Clerk's File #****Cross Ref #****Project #** 2025056**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** YES**Agenda Item Name** LOW BID AWARD - 2025 ARTERIAL PAVEMENT REPAIR 2025056**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for 2025 Arterial Pavement Repair - \$__. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

Summary (Background)

This locally funded project will repair significant pavement problem areas on arterials at various locations. This project is a more focused approach than the more typical grind and overlay project wherein we will address only the significant problem areas rather than overlaying the entire road. Locations are still being finalized. On _____, bids were opened for the above project. The low bid was 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	\$ 500,000 (est.)
Current Year Cost	\$ 500,000
Subsequent Year(s) Cost	\$ 0
Narrative	
Locally funded.	
Amount	
Budget Account	
Expense \$ 0	# 3200 48400 95300 56501 86165
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	
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	
	eraea@spokanecity.org
tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
jrhall@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	jradams@spokanecity.org
pyoung@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/09/2026**Committee Agenda type:** Consent**Date Rec'd** 2/4/2026**Clerk's File #****Cross Ref #****Project #** 2022069**Council Meeting Date:****Submitting Dept** ENGINEERING SERVICES**Bid #****Contact Name/Phone** DAN BULLER 6391**Requisition #****Contact E-Mail** DBULLER@SPOKANECITY.ORG**Agenda Item Type** Engineer Construction Contract**Council Sponsor(s)** KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO**Grant Related?** YES**Public Works?** YES**Agenda Item Name** LOW BID AWARD - PACIFIC AVENUE GREENWAY - HOWARD TO SHERMAN**Agenda Wording**

Low Bid of (to be determined at bid opening) (City, ST) for Pacific Avenue Greenway - Howard to Sherman 2022069 - \$___. An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements.(Riverside and East Central Neighborhood Councils)

Summary (Background)

This project is phase 1 of a 2 phase "greenway" project on Pacific Avenue intended to make it safer for pedestrians and bicyclists between downtown and the University district. The project constructs curb bumpouts which will narrow the roadway in some areas, repairs sidewalk, constructs two signals at Browne Street and Division Street intersections in large part to facilitation pedestrian crossing, installs two Rectangular Rapid Flash Beacons (RRFB) at Washington Street and Sherman Street intersections along Pacific Avenue and replaces non-compliant ADA ramps.

What impacts would the proposal have on historically excluded communities?

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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	\$ 4,000,000 (est.)
Current Year Cost	\$ 4,000,000
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Federally funded	
Amount	
Budget Account	
Expense \$ 0	# 3200 95164 95300 56501 86122
Select \$	#
Funding Source Recurring	
Funding Source Type Grant	
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	ACCOUNTING -
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
mvalen@spokanecity.org	

