

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



AGENDA FOR 12:00 P.M. MONDAY, APRIL 13, 2026

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM April 13, 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 2nd 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

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - APRIL 2026 - MARLENE FEIST (10 minutes)
2. TRANSPORTATION AND SUSTAINABILITY MONTHLY DIRECTOR'S REPORT - APRIL 2026 - JON SNYDER (10 minutes)
3. 2026 LEGISLATIVE UPDATE WASTE TO ENERGY ON THE CLIMATE COMMITMENT IMPACTS - CHRIS AVERYT (10 minutes)
4. UPRIVER DAM RELICENSING UPDATE - REINER HERSHAW (10 minutes)
5. SBO - ADD BACK TWO PUBLIC WORKS INSPECTOR POSITIONS IN ENGINEERING SERVICES - DAN BULLER (5 minutes)
6. VALUE BLANKET ORDER FOR METAL DUMPSTERS - TRACE BRADBURN (5 minutes)
7. CAMPAIGN DEVELOPMENT SERVICES FOR STORMWATER EDUCATION GRANT - KIRSTIN DAVIS (5 minutes)
8. PERIODIC UPDATE TO COMPREHENSIVE PLAN 2026 – ACCEPTANCE OF WA COMMERCE GRANT FOR WA FISCAL YEAR 2025/2026 - TIRRELL BLACK (5 minutes)
9. NOTIFICATION OF PARTNERSHIP FOR EPA WILDFIRE SMOKE MITIGATION GRANT - COLE WICKER (5 minutes)
10. ORDINANCE ESTABLISHING RIGHT TO COOLING - PAUL DILLON (10 minutes)
11. DRIVE-THROUGH FACILITIES AND QUICK VEHICLE SERVICING USES NEAR EXISTING AND PLANNED FREQUENT TRANSIT STOPS - SPENCER GARDNER (10 minutes)
12. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (5 minutes)

Consent Items

1. WASTE TO ENERGY BUILDING ADDITION AMENDMENT (SOLID WASTE DISPOSAL)
2. OPR 2025-0501 CONTRACT AMENDMENT FOR UPRIVER SPILLWAY CRANE DESIGN (WATER & HYDROELECTRIC SERVICES)

3. UPRIVER TRANSFORMER SERVICE (WATER & HYDROELECTRIC SERVICES)
4. HI-PRESSURE AIR COMPRESSOR - COMPLETE PACKAGE (WATER & HYDROELECTRIC SERVICES)
5. 5100 - PURCHASE OF A TOYOTA BZ ELECTRIC VEHICLE FOR WASTE TO ENERGY (FLEET SERVICES)
6. 5100 - PURCHASE OF FORD F550 CHASSIS FOR WATER (FLEET SERVICES)

. **Public Testimony**

. **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. May 11, 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:** 04/13/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/3/2026

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 ZZAPPONE

Sponsoring at Administrators Request

NO

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

PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - APRIL 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 service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<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	caveryt@spokanecity.org
mmarroquin@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Information Only**Date Rec'd**

3/31/2026

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

PUBLIC WORKS

Bid #**Contact Name/Phone**

CHRIS AVERYT 509-625-6540

Requisition #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

2026 LEGISLATIVE UPDATE WASTE TO ENERGY ON THE CLIMATE

Agenda Wording

The Public Works Division is presenting the 2026 Legislative Update on behalf of the Waste to Energy Facility. This legislation requires the creation of a Waste Diversion and Recovery report, a Greenhouse Gas Emissions Reduction report, no cost allowances, a consignment account, and the purchase of compliance allowances. This presentation summarizes the nuances of the bill for these components and projects the fiscal impacts to the City of Spokane and its ratepayers.

Summary (Background)

In the 2026 Washington Legislative session, the City of Spokane pursued legislative action for the fair and equitable treatment of the Waste to Energy Facility as it pertains to compliance under the Climate Commitment Act compared to landfills. These efforts were successful, and House Bill 2416 was passed and adopted.

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?

This will require the Waste to Energy Facility to submit two plans to Ecology and Commerce by 2030: • Greenhouse Gas Emissions Reduction • Waste Reduction and Material Recovery This will also provide no cost allowance for 2027-2030 and the remaining no cost allowances are split between consignments and rate relief accounts.

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

• Legislation provides \$3.4-\$4.2M/year avoided cost for our ratepayers • Majority of money paid into the program provides for direct investments into Waste to Energy Greenhouse Gas reductions rather than a statewide account • Work to begin on materials recovery and GHG emissions reduction plan

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 Waste to Energy Facility is a key part of managing the community's solid waste in an environmentally and financially responsible way. The values and components of our solid waste approach are address in the City's Comprehensive Plan, the Sustainability Action Plan, and the Regional Solid Waste Management Plan. Solid waste management requirements for local communities are also codified in RCW.

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 \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
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mmarroquin@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/3/2026

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

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

REINER 509-625-7821

Requisition #**Contact E-Mail**

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

UPRIVER DAM RELICENSING UPDATE

Agenda Wording

Update on the status of the Upriver Dam relicensing process.

Summary (Background)

Water & Hydroelectric Services submitted to the Federal Energy Regulatory Commission its Notice of Intent(NOI) and Pre-Application Document (PAD) on April 9th, 2026. This represents the official start of the 5-year FERC led process for relicensing the Upriver Dam. Public Works would like the opportunity to inform the committee about the current status of the process.

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.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a committee update on the relicensing process of Upriver Dam. Work described is a deliverable from OPR 2025-0389 UPRIVER DAM FERC RELICENSING SUBCONSULTANT SERVICES.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	Additional Approvals
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	
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eschoedel@spokanecity.org	mmarroquin@spokanecity.org

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/7/2026

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

ORD C36794

Project #**Council Meeting Date:** 05/04/2026**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

SBO - ADD BACK TWO PUBLIC WORKS INSPECTOR POSITIONS IN ENGINEERING

Agenda Wording

Special Budget Ordinance amending ORD C36794 to add two Public Works Inspector positions that were removed as part of the 2025-2026 mid-biennium budget modification.

Summary (Background)

During the 2025-2026 mid-biennium modification, two public works inspectors were removed (position numbers 217027 and 216037); however, Local 270 has since filed a grievance that requires these to be added back in 2026. The positions were removed because the department was not able to fill the positions, so they'll be attempting to fill them again. This SBO requests the addition of the following: 1) Add (1) classified Public Works Lead Inspector (from 13 to 14) in the Engineering Services department. 2) Add (1) classified Public Works Journey Level Inspector (from 1 to 2) in the Engineering Services department.

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?	NO
Total Cost	\$ 0
Current Year Cost	\$ 0
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
We are not appropriating additional dollars for these positions because the department is not likely to be able to fill the positions. If they are filled, Engineering Services has sufficient vacancy savings to cover the cost.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes, other departments pay for the services provided by Engineering Services.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
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mfeist@spokanecity.org	dbuller@spokanecity.org
mvallen@spokanecity.org	

ORDINANCE NO _____

AMENDING ORDINANCE NO. C36794, ENTITLED IN PART, "AN ORDINANCE ADOPTING A MID-BIENNIAL MODIFICATION BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ADD TWO ENGINEERING POSITIONS IN THE GENERAL FUND, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the mid-biennium modification Ordinance No. C36794, as above entitled in part, and which passed the City Council November 24, 2025, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

- 1) Add (1) classified Public Works Lead Inspector (from 13 to 14) in the Engineering Services department.
- 2) Add (1) classified Public Works Journey Level Inspector (from 1 to 2) in the Engineering Services department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add two Engineering positions back to the General Fund after being removed in the mid-biennium modification, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Date Rec'd**

3/27/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 05/04/2026**Submitting Dept**

SOLID WASTE COLLECTION

Bid #

CO-OP

Contact Name/Phone

TRACE 625-6524

Requisition #

VALUE BLANKET

Contact E-Mail

TBRADBURN@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

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

VALUE BLANKET ORDER FOR METAL DUMPSTERS

Agenda Wording

Three-year value blanket order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for supplying new metal refuse and recycling dumpsters -- estimated annual expenditure \$550,000 (including tax).

Summary (Background)

The Solid Waste Collection and Disposal Departments own, operate and maintain an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). New metal dumpsters are purchased to allow an adequate inventory for size changes, account growth and to replace dumpsters which are no longer repairable and have reached the end of their useful life. This value blanket order is based off of Sourcewell Cooperative Purchasing Contract #010825-WQI. The current contract term expires in three (3) years, on May 19, 2029, but can be extended for three (3) additional one-year periods. The Solid Waste Departments would like the expiration of this value blanket to align with those dates, including the three (3) one-year extensions if granted by Sourcewell, for a total of six (6) years. Wastequip's Sourcewell contract has favorable terms for the city and pricing that is considered stable in current market conditions.

What impacts would the proposal have on historically excluded communities?

No impacts are identified. 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 as identified. We recognize the need to maintain affordability and predictability for all solid waste customers and are committed to being 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?

This routine purchase is designed to manage costs and continue to provide solid waste services in support of all ratepayers. It will not impact race, gender identity, national origin, income level, disability, sexual orientation or other existing disparities.

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

Public Works follows the City's established procurement and bidding regulations and policies to bring items forward and then uses contract management best practices to ensure desired outcomes and regulatory compliance. Expenses are tracked through FMS and equipment monitored by department staff to ensure durability and longevity in the field.

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 value blanket order is consistent with annual budget strategies to limit costs and aligns with the city's procurement and purchasing policies. This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The department provides its customers solid waste containers that are compatible with collection trucks.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 1,650,000
Current Year Cost	\$ 550,000
Subsequent Year(s) Cost	\$ 550,000
<u>Narrative</u>	
Dumpsters are purchased on an as-needed basis. This is a routine purchase that is planned for annually in both Solid Waste Departments' budgets.	
<u>Amount</u>	
<u>Budget Account</u>	
Expense	\$ 550,000 estimated annual expense
Select	# various
Select	#
Select	#
Select	#
Select	#
Select	#
<u>Funding Source</u> Recurring	
<u>Funding Source Type</u> Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes, this funding source is sustainable through revenue obtained by providing solid waste collection and disposal services.	
<u>Expense Occurrence</u> Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
Dumpsters provide necessary equipment for refuse and recycling collection which generates revenue.	
<u>Approvals</u>	
<u>Additional Approvals</u>	
<u>Dept Head</u>	BRADBURN, TRACE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE
<u>Distribution List</u>	
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tprince@spokanecity.org	rrinderle@spokanecity.org
Tax & Licenses	vconnelly@wastequip.com
mlynn@wastequip.com	rdelander@wastequip.com

**MASTER AGREEMENT # 010825****CATEGORY: Bulk Solid Waste and Recycling Equipment****SUPPLIER: Wastequip Manufacturing Company LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:
- a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
 - b. Knuckleboom and grapple loaders;
 - c. Hook and hoist dumpster loaders;
 - d. Roll-off trucks; and
 - e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither the Supplier nor Sourcewell may assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible party and named in the Agreement. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Either Party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement TO THE EXTENT THE INCLUDED SOLUTIONS HAVE BEEN USED ACCORDING TO THEIR SPECIFICATIONS. Sourcewell's responsibility will be governed by the State of

Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Either Party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Breaching Party under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

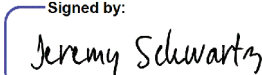
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually determined by Participating Entity and the Supplier. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.
- 9) **Force Majeure.** Supplier shall not be held responsible for delay or default caused by acts of God or other conditions that are beyond Supplier’s reasonable control.

Sourcewell

Wastequip Manufacturing Company LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/29/2025 | 6:53 AM CDT

Signed by:

 834FF567BB0940B...
 By: _____
 Laura Hubbard
 Title: Director of Municipal Sales
 Date: 5/28/2025 | 5:46 PM EDT

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC
(Bid Location) 841 Meacham Road
Address: Statesville, NC 28677
Contact: VICKY CONNELLY-TURMAN
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Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Wastequip Manufacturing Company LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Wastequip Manufacturing Company LLC's affiliates are its Wastequip sister companies, Confab, Galbreath (Pioneer), Amrep, ContainerPros, Wastequip WRX, Wastebuilt, and Mountain Tarp; however, Wastequip Manufacturing Company LLC is the Responsible Supplier to execute this master agreement with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: C6CCF17GV7B7 CAGE Code: 1LRZ1
5	Provide your NAICS code applicable to Solutions proposed.	332420, 332439, 333131, 333310, 423830, 333923
6	Proposer Physical Address:	6525 Carnegie Blvd, Suite 300 Charlotte, NC 28211
7	Proposer website address (or addresses):	www.wastequip.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Laura Hubbard Director of Municipal Sales 841 Meacham Road Statesville, NC 28677 lhubbard@wastequip.com 704-682-3398
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Vicky Connelly-Turman Bids/Contracts Supervisor - Steel 841 Meacham Road Statesville, NC 28677 vconnelly@wastequip.com 980-987-7602 ext. 9641
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie Clark Senior Manager, Bids and Contracts, Wastequip, LLC & Toter, LLC 841 Meacham Road Statesville, NC 28677 kclark@wastequip.com 980-987-7602 ext. 9584

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina, with over forty (40) manufacturing and service facilities throughout North America. Wastequip employs more than 2000 dedicated employees.</p> <p>We serve our customer base on a local level while delivering cost advantages that smaller manufacturers cannot achieve. This gives Wastequip a clear edge over our competitors.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision is to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery, and outstanding customer service.</p> <p>Wastequip systematically acquired the leading businesses and brands over the course of three decades, combining them under the Wastequip name. These trademarks included everything from standard and specialized steel containers for every waste handling need, to garbage trucks to hoists, carts, and tarping systems, as well as container and compactor maintenance, repair, and service. For all of your waste handling needs, Wastequip is your "All In One" company.</p>	*
12	What are your company's expectations in the event of an award?	<p>Wastequip anticipates the following as a potential incumbent awardee:</p> <ul style="list-style-type: none"> • Continue to raise market awareness of our Sourcwell contract, our goods, and services by partnering with other Awarded Sourcwell Vendors and providing comprehensive product purchase solutions through our Sourcwell contract. • Continue to promote Sourcwell among our current clientele and extend this service to Wastequip's recently acquired businesses. • Maintain and enhance our dealer networks' comprehension of Sourcwell and how to use our Sourcwell contract to obtain a competitive edge. • Continue to increase market share in order to sustain revenue growth. • Together, Wastequip and Sourcwell can provide Public Agencies with quality solutions within one "All In One" company. 	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>The attached Organizational Chart shows Wastequip Manufacturing Company LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings; therefore, we have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements).</p> <p>Wastequip Manufacturing Company LLC is providing these financial statements as required by the RFP terms and trusts that Sourcwell will not post this information for public viewing and provide Wastequip Manufacturing Company with notice if a FOIA request is made for information that would include these financial statements.</p> <p>*You can find these attachments along with a referral letter from our bank uploaded in the Financial Strength and Stability Documents labeled, "RFP #010825 WQ Financial Strength and Stability"</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position upon request. Based on our internal estimates, we determined that most of Wastequip's business units are a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Most of our divisions do a small amount of business in Canada; therefore, we do not track our Canadian market share. However, we will seek further business in Canada, utilizing Canoe, and increasing Revenue.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Wastequip Manufacturing Company LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Wastequip Manufacturing Company LLC sales are made directly in North America by our Sales footprint of twenty-six (26) Regional Sales Managers (RSMs) currently, plus four (4) Division Sales Directors, one (1) Municipal Sales Director, and one (1) Vice President of Sales.</p> <p>Additionally, we depend on reputable dealers that aid us in building new business and offer support services in the US and Canada. Our RSMs and dealer network are fully supported by a team of Customer Service Representatives (CSRs), Inside Sales/ Call Specialists at the Wastequip Call Center, as well as a dedicated Bids/Contracts staff and Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Wastequip Manufacturing Company LLC has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses. We operate facilities that are OSHA compliant. Our steel waste containers, compactors, parts, and hoist systems meet or exceed the American National Standards Institute (ANSI) standards to ensure consistent quality and safety:</p> <ul style="list-style-type: none"> • ANSI Z245.30 - 2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Safety Requirements. • ANSI Z245.60-2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Compatibility Dimensions. • ANSI Z245.2-2013 Stationary Compactors - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.5-2013 Baling Equipment - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.1-2017 Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment. <p>Employees from several Wastequip divisions have been on or are currently serving on committees or subcommittees of the National Waste and Recycling Association.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Wastequip, LLC, the parent company of Wastequip Manufacturing Company LLC, has received several recognitions:</p> <ul style="list-style-type: none"> • August 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOMM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers, and more. • March 2022, Wastequip was a nominee for Sustain Charlotte's 10th Annual Charlotte Sustainability Awards in the Large Business category. This award honors businesses for advancing smart growth and sustainability in Charlotte, NC. • October 2021, our sister division, Toter, was nominated for the "Coolest Thing Made in NC" by the NC Chamber. This competition celebrates North Carolina's manufacturers and shines a light on manufacturing careers and allows the public to nominate and vote for favorite products manufactured in North Carolina. <p>Executive Team Awards:</p> <ul style="list-style-type: none"> • Waste 360 awarded Wastequip's Brittany Taylor, Regional Sales Manager, to the 2023 class of "40 under 40" awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling, and organics has made a significant contribution to the waste and recycling industry. 	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>For the product line being offered in this RFP, over the past three years, approximately 6% of our total sales were in the government sector.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>For the product line being offered in this RFP, over the past three years, approximately 1% of our total sales were in the education sector.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>***CONFIDENTIAL INFORMATION***</p> <p>Sourcewell:</p> <ul style="list-style-type: none"> • 2021 = \$12.7M • 2022 = \$10.3M • 2023 = \$12.9M <p>Houston Galveston Area Council (HGAC):</p> <ul style="list-style-type: none"> • 2021 = \$252K • 2022 = \$550K • 2023 = \$144K <p>Texas BuyBoard:</p> <ul style="list-style-type: none"> • 2021 = \$878K • 2022 = \$1.5M • 2023 = \$1.0M <p>MassDEP:</p> <ul style="list-style-type: none"> • 2021 = \$361K • 2022 = \$930K • 2023 = \$464K
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None are held at this time.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Temple, TX	Joseph Paine, Commercial Foreman	(254) 289-5725
City of Enumclaw Public Works, WA	Branden Herrell, Operations Manager	(360) 615-5659
Spartanburg County, SC	Steve Walker, Public Works Manager	(860) 706-3587

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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<p>26</p>	<p>Sales force.</p>	<p>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSMs). Our direct Wastequip employed sales network consist of the following:</p> <ul style="list-style-type: none"> • Wastequip Manufacturing Company LLC: Twenty-six (26) RSMs that cover the continental US, Hawaii, Alaska, and Canada and six (6) Customer Service Representatives (CSRs) • Confab Steel Group: Three (3) RSMs that cover the lower US West Coast and Hawaii and five (5) CSRs • Galbreath Mobile Group: Five (5) RSMs that cover the continental US and Canada and three (3) CSRs • Amrep Mobile Hoist Group: Five (5) RSMs that cover the continental US and Canada and eight (8) CSRs • ContainerPros: The strength of ContainerPros lies in its diverse and experienced workforce, including Directors, Project Managers, Project Coordinators, Data Coordinators, Project Supervisors, and Leads. Each professional brings a wealth of expertise and hands-on experience, ensuring that every project is executed with precision and care. This well-rounded team works seamlessly together, managing all aspects of service delivery from planning through completion. • Wastebuilt: Wastebuilt is Wastequip's Original Equipment Manufacturer (OEM) Parts Provider for Wastequip Products as well as Aftermarket Parts Provider for non-Wastequip Products. Wastebuilt is organized in four (4) US Regions: FLORIDA, EAST, CENTRAL and WEST. Each Region is Managed by a Regional Director and Outside Sales Team. Overall, there are seventeen (17) Outside Sales Representatives and an additional four (4) Field Merchandisers throughout the US. • Mountain Tarp: Mountain Tarp is the premier manufacturer of tarping systems for construction, agriculture and transportation applications. With six (6) manufacturing and installation sites, Mountain Tarp also works in conjunction with Wastequip WRX, multiplying Mountain Tarp locations across the country to handle customer repairs and new system installations. <p>All Wastequip groups are supported by our four (4) Regional Sales Directors, our Director of Municipal Sales and the Bids/Contracts Team.</p> <p>Wastequip also has an Inside Sales Team furthering the above sales and support footprint, to provide quoting and assistance as needed. There are seven (7) Inside Sales team members, led by one (1) manager position. This team extends all of Wastequip's Sales teams, centrally located, to provide support across North America and beyond.</p> <p>Wastequip also provides product group specific Warranty Teams.</p> <p>Together these team members perform all actions necessary to produce an exceptional level of sales, including, but not limited to making sales calls necessary to cover territories, assisting with test programs, and warranty administration. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>All Wastequip Groups rely on a wide and geographically diverse independent third-party dealer network and service providers who aid in developing new business and provide additional support services to Participating Entities. We are intent on providing quality "All In One" solutions.</p> <ul style="list-style-type: none"> • Wastequip/Confab Steel Groups offer approximately fourteen (14) Preferred Dealers who employ personnel to handle sales, service, maintenance, and installation of Wastequip's products. • Galbreath Mobile Group has structured a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US and Canada. • Amrep Mobile Hoist Group offers a geographically diverse independent third-party dealer network consisting of six (6) dealers with eleven (11) locations, who aid in developing new business and provide additional support services to Amrep. <p>Wastequip's Amrep division services our customers and dealer network from five (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams.</p> <ul style="list-style-type: none"> • Wastequip WRX offers ten (10) service locations across the US. If the customer cannot be serviced through one of our locations, we will provide services through our 3rd Party network. • Mountain Tarp has a well-established Dealer network to provide Tarp sales and service across the United States.

28	Service force.	<p>All Wastequip Groups depend on a vast and geographically varied network of independent third-party dealers and service providers who help Wastequip grow its business and offer extra support services. We also employ division specific engineering staff who are available for specific design projects or technical requirements. Wastequip provides "All In One" solutions.</p> <ul style="list-style-type: none"> • Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service, and repair of equipment. • Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service, and repair of equipment assistance. • ContainerPros, a service division, is highly skilled and versatile to provide owners and operators with an array of specialized professional waste management services including container assembly, maintenance, service, consulting, sales and marketing, and customer management across the United States and Canada. • Wastequip WRX, another service division, provides repair services for all makes and models of commercial refuse trucks and trash compactors/balers. • Wastebuilt's thirteen (13) Parts Distribution Centers cover all major regions in the US with local Delivery and Will Call (paid-for parts delivered/held at agreed upon location). Most parts can be delivered by the means of our own delivery trucks or 3rd party logistics dealers within 1-3 days throughout the US for all items in stock. Our national phone system routes our customers based on area code to the closest brick and mortar site to service them with inventory on hand. • Mountain Tarp has six (6) production and installation facilities in the United States. In order to manage client maintenance and new system installations, Mountain Tarp also collaborates with Wastequip WRX locations nationwide. <p>Wastequip's dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams, extending our availability to customers.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our general outline for order processing is:</p> <ol style="list-style-type: none"> 1. Wastequip prepares proposal documents based on product selection by Sourcewell Member. 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell Member or Dealer utilizing our Salesforce.com Customer Relationship Management (CRM) system. 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Wastequip, or Dealer, as appropriate. 4. Order is entered electronically into the Wastequip D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approval Forms. 6. Once signed order acknowledgement is received, the order is released for production planning for a production timeframe. 7. Order is produced to required specifications. 8. Wastequip logistics team contacts Sourcewell Member to schedule delivery. 9. Order is delivered to Sourcewell Member. 10. Product and Warranty support available.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Wastequip takes great satisfaction in providing exceptional customer service and has extensive experience working with municipal and private accounts of all sizes, as well as multi-location enterprises. Our large customer base requires rapid customer care and strict, just-in-time delivery performance. Regional Sales Managers (RSMs) and Customer Service Representatives (CSRs) at Wastequip attend to the needs of customers before, during, and after they place orders with our business. Within 48 hours after receiving the purchase order, we aim to have clients' orders submitted, entered, and confirmed with ship dates for regular product order entry. A similar procedure is followed for non-standard or special products, which comprises engineering, sales drawing submission for approval, and confirmation of the ship date after approval.</p> <p>At Wastequip we want all customers to have a great experience with our products - from our first contact with us, all the way through product delivery. As such, we have adopted the following Customer Service Credo Commitment:</p> <ul style="list-style-type: none"> • We will treat all customers with respect. • We will follow up with customers upon receipt of order to ensure satisfaction. • We will resolve any issues quickly. • We will provide a dedicated Customer Service Representative (CSR) for each participating member. • We will respond quickly on quotes (same-day response in most cases).

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Wastequip Manufacturing Company LLC has enjoyed the privilege of working with Sourcwell since 2012 with previous contracts and we are excited about the opportunity to continue our relationship with Sourcwell and their Participating Entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 890 Sourcwell Participating Entities.</p> <p>Wastequip Manufacturing Company LLC's executive leadership and sales team are fully invested, and all resources are in place for a seamless transition. Our Bids/Contracts team and Regional Sales Managers are very familiar with and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Wastequip Manufacturing Company LLC currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcwell contract adopted by Canoe and have been very pleased with the increase in interest, and activity in Canada. We will seek to increase member participation in Canada with a new contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.</p> <p>The thirteen (13) production facilities owned by Wastequip Manufacturing Company LLC are positioned strategically across the US to provide complete service. Since 2018 Wastequip's Amrep Mobile Hoist Group has been widening its reach and presence in the Central and Eastern U.S. adding to its already strong presence in the Western region. Amrep intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. In May 2024, Amrep announced its expansion of their East Coast facility in Salisbury, NC.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We are adept at handling the difference in our service involving Ocean Freight, different sized sea containers (different container quantities than over-the-road semi-truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are accepting of these freight differences.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcwell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value.</p> <p>Wastequip will predominantly highlight our Sourcwell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcwell logo on show materials like banner stands and literature at major regional and national events.</p> <p>The Wastequip Bids and Contracts Department is a key component in communicating our Sourcwell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcwell's reach into underserved markets and raise awareness in new sectors.</p> <p>We will continue to emphasize the value brought to the entities we serve across our web properties. The plan to feature Sourcwell information will include a link back to Sourcwell's website to enhance visibility and simplify engagement in this valuable partnership.</p> <p>*Please find Wastequip's Marketing Materials uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples"</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program.</p> <p>Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded advertisement placements. Additionally, we use Urchin Tracking Module (UTM) parameters and custom redirects to capture personal interactions with our brands.</p> <p>All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social media.</p> <ul style="list-style-type: none"> • Facebook Metadata Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. • LinkedIn Metadata Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. • Wastequip Website Properties Metadata Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. • Banner Ads Metadata Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale. *Please find Wastequip's social media examples uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples".
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In promoting agreements from this RFP, Sourcewell provides important foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels, thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them.</p> <p>Wastequip will take a proactive approach and continue to integrate a Sourcewell-awarded agreement into our sales process, involving refresh sessions with our Regional Sales Managers, Dealers, and other internal staff on how to effectively communicate Sourcewell's added value to established and potential Members.</p> <p>Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we will engage relevant industries and specific job titles with personalized content.</p> <p>This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the specialized requirements and customizations of Wastequip products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and email. We can work with members to use Ariba Supplier Solutions and provide invoicing for customers using Ariba.</p> <p>Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility streamlines and matches processes for customers, so that we continuously meet their needs.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Wastequip Manufacturing Company LLC offers plant tours for our customers upon request, and our Regional Sales Managers are on hand for onsite training and troubleshooting issues in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Simple repairs can be explained in 1-to-2-page instruction sheets but can also be done in person.</p> <p>Wastequip Compaction Technical Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric voltmeter. The curriculum includes the following:</p> <ol style="list-style-type: none"> 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
42	Describe any technological advances that your proposed Solutions offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications.</p> <ol style="list-style-type: none"> 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers' desire to operate compressed natural gas (CNG) powered vehicles as well as electric vehicles (EV's). 3. Wastebuilt's highly advanced national phone system has the ability to route customer calls, based on their area code, to the closest brick and mortar site to service them with inventory on hand. 4. See our CORE initiatives listed in question forty-three (43).
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At Wastequip, we are focused on our commitment to improving the condition of the planet, the lives of our employees, and the quality of life in the communities we serve, all while maintaining a healthy and thriving company.</p> <p>Some of the ways we are working towards our "green" initiatives are:</p> <ul style="list-style-type: none"> • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants with LED lighting. • Distribution efficiency: We are continuously innovating our products to enhance our "green" initiatives. We continue to employ nesting improvements in the distribution of our steel containers, allowing us to nest and ship more products on each truckload. • Renewable Energy: Following a successful launch at our facility in Tyler, Texas, our staff created "solar powered" signage for several of our Wastequip plant locations. Many Wastequip plants and offices have been upgraded with motion sensing lights and newer LED ballasts to reduce energy consumption and waste. • Climate Preservation: As we have acquired new steel facilities, we have also replaced welding gas tanks that could be prone to leakage, therefore preventing damage to the climate. <p>*Please find our Sustainability Report uploaded to Upload Additional Documents Zip file labeled, "RFP #010825 Upload Additional Documents".</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>To understand the complete environmental impact of our products, we continue to work with a consultant on cradle-to-grave Life-Cycle Assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From our new Steel LCA, the majority of emissions from our products come from the raw materials we source. We have applied what we've learned from collective data to create goods that use less raw materials during manufacturing, which lowers the carbon footprint of our containers.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Wastequip Manufacturing Company LLC is owned by our parent company, Wastequip, the waste industry's one stop shop with twelve (12) industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation.</p> <p>1. The Wastequip portfolio includes quality brands from the production of containers and compactors to refuse trucks, parts, and service. With a "can do" approach, you can trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. Galbreath boasts many value-added items including a full staff of Engineers, including a design group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensures the latest technological developments are being utilized in the design of our products. Galbreath Mobile Group has a robust dealer network for the cable hoist market, with more than fifty (50) certified dealers strategically located across the U.S. and Canada.</p> <p>3. ContainerPros offers Sourcewell participating entities with over twenty (20) years of experience, resulting in a unique blend of customized waste management solutions, and designed to maximize efficiency and revenue while minimizing costs. With a focus on personalized service, professional training, and proven results, we ensure that every job is done right the first time. Our commitment to quality and customer satisfaction makes Wastequip the ideal partner for Sourcewell members seeking to optimize their operations and provide positive solutions to their own end users.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE).</p> <p>However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBEs and/or SBEs as subcontractors on a case-by-case basis in a concerted effort to meet the encouraged goals of our municipal/governmental customers.</p> <p>Wastequip buys our office supplies via a WMBE or SBE. Additionally, we collaborate on projects with numerous underprivileged companies and are always looking for new methods to cooperate with these certified businesses such as subcontracting work for compactor or equipment installation.</p> <p>*Please find Wastequip's Good Faith Effort Statement uploaded to WMBE/MBE/SBC or Related Certificates labeled, "RFP #010825 Wastequip Good Faith Effort".</p>
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment shall be due as stated on the Wastequip Invoice for the Product. Payment Terms are set at Net 30 Days with Approved Credit. For method of payment, Wastequip accepts P-card, credit card (additional fees apply), wire, ACH, or check. Our preferred method of payment is wire, ACH or check.

56	Describe any leasing or financing options available for use by educational or governmental entities.	All Wastequip divisions have access to a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract with Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds are not always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL allows agencies to obtain equipment without delay through manageable installment payments that come from their operating budget. We believe that Sourcewell, Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Wastequip Manufacturing Company LLC aims to streamline procedures for Participating Entities while ensuring that they are set up for safe data use, high service levels, approvals of order details prior to manufacture, and other forms and processes. The purpose of these transaction documents is to benefit our business and our clients. Attached are samples of several of these forms for Sourcewell's review.</p> <p>We have included the following Standard Transaction Documents in the file upload section:</p> <ol style="list-style-type: none"> 1. Customer Set-Up Form 2. Wastequip Credit Application Form 3. Credit Card Authorization Form 4. Wastequip Terms and Conditions of Sale 5. Wastequip Limited Warranty 6. Wastequip Equipment Finance Application <p>*Please find the above documents uploaded to Standard Transaction Document Samples labeled, "RFP #010825 Wastequip Standard Transaction Document Samples".</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments; additional fees apply. Our preferred method of payment is wire, ACH or check, at no additional cost to customers.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> • Wastequip Steel Container products are offered on a line-item by manufacturing facility location basis. • Wastequip Compaction products are offered on a line-item by location basis. • Galbreath Mobile Products are offered on a product catalog basis. • Amrep Mobile Products are offered on a product line-item basis. • ContainerPros services are offered on a Price On Request basis; customized for the needs of the Sourcewell Member. • Wastequip WRX services are offered on a line-item by location basis. • Wastebuilt products are offered on a product line-item basis. • Mountain Tarp products are offered on a product line-item basis. <p>*Please find Wastequip's Pricing Zip File uploaded to Pricing labeled, "RFP #010825 Wastequip Pricing Guides"</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members.</p> <ul style="list-style-type: none"> • Wastequip Steel Container Products: Special Market Pricing • Confab Steel Container Products: Special Market Pricing • Wastequip Compaction Products: Special Market Pricing • Galbreath Mobile Products: 5% to 20% off Catalog List Pricing • Amrep Mobile Products: Special Market Pricing • ContainerPros: Special Market Pricing • Wastequip WRX: Special Market Pricing • Wastebuilt: Special Market Pricing • Mountain Tarp: Special Market Pricing 	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced goods solutions: Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or a Wastequip Authorized Dealer/Supplier will provide the Sourcewell Member with a quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost Plus average maximum of 20% to 30% basis. These options will be provided at a Price on Request (P.O.R.) basis and are listed in the price guides as "Specials".	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at the time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue to remain volatile, fluctuating each month. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continues to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option in our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote, this as a surcharge providing Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has over forty (40) manufacturing plant and distribution sites throughout the U.S., which allow us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With our size, Wastequip can stock and ship products from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip can ship via our own fleet as well as contracted and qualified outside carriers. In addition, Wastequip can quote subcontracting of off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Freight/delivery/shipping shall be paid for by the End User. Calculations of these charges will be based on prevailing best rates at the time of quote, included on the quote as a separate line item. Sourcewell Members are responsible for offloading equipment at time of delivery, unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products on any INCOTERM the End User decides. Wastequip arranges shipments to Canada and offshore locations daily and our experienced logistics team can assist with the transportation as well as any applicable customs documentation required.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wastequip has over forty (40) manufacturing sites and distribution plants across the U.S. ensuring Wastequip is able to provide the most economical freight rates to our customers. In addition, many of our products such as our steel slant and flat top containers are nestable, meaning one container nests inside another container, therefore saving members on freight charges.	*

67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Wastequip Manufacturing Company LLC's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes using our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies to our internal team and customers that the Sourcewell contract is being used. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Wastequip Manufacturing Company LLC develops monthly, quarterly, and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals.</p> <p>We review and track sales based on all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements. Furthermore, we identify opportunities to discuss cooperative purchasing to those municipalities that continue to use the cumbersome bid process.</p> <p>We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine Year-over-Year (YoY) trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract.</p>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Wastequip Manufacturing Company LLC is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Wastequip Manufacturing Company LLC seeks to provide value and pricing as good as or better than pricing typically offered through our existing cooperative contracts. We have described our pricing structure within our answer for Line Item 60. Wastequip understands Sourcewell Participating Entities' budgets and responsibilities to funding constituents (citizens, staffing, etc...) as they seek to make sound choices for best and lasting products and services. We specialize in unique and challenging solutions to remedy with the best value, All-In-One shopping and support, and overall ease of purchase for Members. We also understand that repeat purchases often come out of successes from previous sales/solutions.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>1. Wastequip Steel Container product offering consist of the following: Environmental Containers, Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Side Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Scrap Bins, Self Dumping Hoppers and Container Factory Options.</p> <p>2. Confab Steel Container product offering consist of the following: Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Self Dumping Hoppers, Side Load Containers and Container Factory Options.</p> <p>3. Wastequip Compaction product offering consist of the following: Stationary Compactors, Pre-Crusher Compactors, Self-Contained Compactors, Apartment Compactors, Pak-Man Compactors, Accu-Pak Compactors, Vertical Balers, Container Lifters and Compaction Factory Options.</p> <p>4. Galbreath Mobile product offering consists of the following: Cable Hoists, Hook Hoists, Container Delivery Units, Trail Hoist Trailers, Pup Trailers, Roll Off Trailers, Tarps and Mobile Factory Options.</p> <p>*Above Product Brochures are located in "Upload Additional Documents" Zip File labeled "RFP #010825 Upload Additional Documents"</p> <p>5. Amrep Mobile product offering consists of the following: Cable Hoists, Chain Hoists, Pup Trailers, Transfer/Pull Trailers, Tarps and Mobile Factory Options.</p> <p>6. ContainerPros offering consists of the following: Commercial Bin/Container Delivery, Old Commercial Bin/Container Retrieval, Commercial Bin/Container Exchanges, Route Audit Services, Stickers/Labeling Services, Commercial Container Maintenance Contracts.</p> <p>7. Wastequip WRX offering consists of the following: Repair Services of Commercial Refuse Trucks, Trash Compactors and Balers.</p> <p>8. Wastebuilt offering consists of the following: OEM Parts Provider as well as Aftermarket Parts provider for non-Wastequip Products.</p> <p>9. Mountain Tarp offering consists of the following: Tarping systems for construction, agriculture and transportation applications.</p> <p>All Wastequip Products are New and never Used. Additional product information can be found by visiting our website at www.wastequip.com *Please find Wastequip's Product Brochures Zip file uploaded in the Upload Additional Documents labeled, "RFP #010825 Upload Additional Documents".</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <p>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products.</p> <p>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.</p> <p>3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.</p>

Table 78: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, side-load, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers. *
74	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid *
75	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers, Mountain Tarp and Pioneer tarping systems. For decades, Amrep has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product. *
76	Roll-off trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers; Mountain Tarp and Pioneer tarping systems. *
77	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use. *

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - RFP #010825 Wastequip Pricing Guides.zip - Tuesday January 07, 2025 20:16:52
 - [Financial Strength and Stability](#) - RFP #010825 WQ Financial Strength and Stability.pdf - Tuesday January 07, 2025 20:18:58
 - [Marketing Plan/Samples](#) - RFP #010825 Wastequip Marketing Samples.pdf - Tuesday January 07, 2025 20:19:27
 - [WMBE/MBE/SBE or Related Certificates](#) - RFP #010825 Wastequip Good Faith Effort.pdf - Tuesday January 07, 2025 20:19:51
 - [Standard Transaction Document Samples](#) - RFP #010825 Wastequip Standard Transaction Document Samples.pdf - Tuesday January 07, 2025 20:23:43
 - [Upload Additional Document](#) - RFP #010825 Upload Additional Documents.zip - Tuesday January 07, 2025 20:49:55
 - [Requested Exceptions](#) - RFP 010825 Wastequip Requested Exceptions.pdf - Tuesday January 07, 2025 20:40:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Wastequip Manufacturing Company LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** WASTEQUIP MANUFACTURING COMPANY LLC**Business name:** WASTEQUIP OREGON**Entity type:** Limited Liability Company**UBI #:** 603-051-473**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 33710 OAKVILLE RD SW
ALBANY OR 97321-9479**Mailing address:** 6525 MORRISON BLVD
STE 300
CHARLOTTE NC 28211-0500**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	034153			Active		Sep-15-2006
Spokane General Business - Non-Resident	T12086030BUS			Active	Feb-28-2027	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
HITCHER, DOUG	Manager
KWAIT, BRIAN	Manager
RODRIGUES, ROSS	Manager
SCOTT, JOHN	Manager
SVETIK, STEVE	Manager

Registered Trade Names

Registered trade names	Status	First issued
MOUNTAIN TARP, A WASTEQUIP COMPANY	Active	Sep-29-2010

The Business Lookup information is updated nightly. Search date and time: 3/27/2026 10:48:41 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 04/13/2026

Committee Agenda type: Consent

Date Rec'd	4/8/2026
Clerk's File #	OPR 2026-0353
Cross Ref #	OPR 2025-0748
Project #	

Council Meeting Date: 05/04/2026

Submitting Dept	WASTEWATER MANAGEMENT	Bid #	
Contact Name/Phone	KIRSTIN DAVIS 509-625-7773	Requisition #	
Contact E-Mail	KDAVIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		

Council Sponsor(s) KKLITZKE ZZAPPONE

Sponsoring at Administrators Request NO

Lease? NO **Grant Related?** YES **Public Works?** NO

Agenda Item Name CAMPAIGN DEVELOPMENT SERVICES FOR STORMWATER EDUCATION GRANT

Agenda Wording

Eastern Washington Stormwater Education Toolkit for Ecology GROSS Grant by Propaganda Creative.

Summary (Background)

The Wastewater Department is asking for contract approval for Phase 1 of the Department of Ecology's Grant of Regional or Statewide Significance (GROSS) award for public education services with Propaganda Creative, LLC. Stormwater occurrence, permitting, and subsequent management differ between Western Washington and Eastern Washington regions in many ways, however, there are commonalities as well. Both regions have communities who have a deep regard for the environment and the resources afforded from nature. Both regions have regulatory expectations that, in order to be achieved, require engagement and participation by the public. Eastern Washington continues to strengthen and advance its community stormwater investment and municipal collaboration. Challenges that are being addressed are distances between communities and gaps in the understanding of importance of stormwater management and public engagement. Eastern Washington has communities who desire to be stewards of the environment, who would benefit greatly if provided the information and tools that focus on the significant role stormwater plays. Grassroots community stormwater investment can be realized and sustained with a focused education and outreach campaign that aims to increase the understanding of stormwater within the general public, and foster networks that work to assist in the management of stormwater. Public education and outreach is essential for effective stormwater management in the Spokane region, and collaboration with the City of Spokane, City of Spokane Valley, and Spokane County will enhance the outcomes. While slightly improved, the lack of understanding continues with the impacts of stormwater runoff, a gap in awareness of the swale maintenance responsibilities, and misuse of stormwater infrastructure by some of the public occurs. Community understanding of the components and mechanisms of stormwater management, specifically source control, illicit discharge elimination, and applicable best practices maintenance is essential for effective water quality stewardship in the region. The

campaign will focus on the occurrence of stormwater pollutants, the mechanics of storage and treatment of stormwater, and the maintenance responsibilities of private property and business owners in order to develop a regional awareness of stormwater fundamentals that will foster a communal grassroots investment ensuring adequate stormwater treatment.

What impacts would the proposal have on historically excluded communities?

Eastern Washington communities are each diverse in culture, geography, climate, and behaviors. The toolkit will be able to be customized for each NPDES Permit II community.

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 proposal includes education materials designed to reach and impact the diverse populations with multi-culturally sensitive information in participating communities. Online material will be WCAG ADA compliant.

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

Yes, part of the campaign development includes measurable metrics for education and outreach. Examples may include community participation levels, digital media analytics, public and commercial surveys.

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 contract is to execute phase one of the GROSS grant and benefits all eastern Washington communities who are NPDES Permit II regulations. This is part of the Water Conservation Master Plan and supports Climate Policy

Council Subcommittee Review

There is not a Council Subcommittee review process for this grant, however, some deliverables will be presented to the Climate Resilience and Sustainability Board.

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 144,730

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is Department of Ecology grant funding with no match required.

Amount

Budget Account

Revenue \$ TBD

4330-98817-99999-33431-99999

Expense \$ TBD

4330-98817-35148-54201-99999

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SZAMBELAN, TIMOTHY
For the Mayor	PICCOLO, MIKE
Distribution List	
rgennett@spokanecity.org	mfeist@spokanecity.org
kdavis@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	kkeck@spokanecity.org
mjacobsen@spokanecity.org	



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

PROPAGANDA CREATIVE L.L.C.
STE 300
123 S WALL ST
SPOKANE WA 99201-3820

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

Issue Date: Mar 06, 2026

Unified Business ID #: 603101293

Business ID #: 001

Location: 0003

Expires: Apr 30, 2027

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

Director, Department of Revenue

UBI: 603101293 001 0003

PROPAGANDA CREATIVE L.L.C.
STE 300
123 S WALL ST
SPOKANE WA 99201-3820

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
ACTIVE

FOLD HERE

STATE OF WASHINGTON



Expires: Apr 30, 2027

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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



City of Spokane

CONSULTANT AGREEMENT

**Title: ECOLOGY GROSS GRANT REGIONAL
STORMWATER EDUCATION CONSULTANT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PROPAGANDA CREATIVE, LLC**, whose address is 123 south Wall Street, Spokane, Washington 99201, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Communications and Public Outreach Services for the Grants for Regional or Statewide Significance (GROSS) Eastern Region Stormwater Education Project; and

WHEREAS, the Consultant was selected from RFP 6478-26 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2026, and ends on June 30, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Bid Response Summary and Proposal to Request For Proposal #6478-26 dated February 6, 2026, which is attached as Exhibit B; and the Washington State Department of Ecology Water Quality Combined Funding Insert, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$144,730.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard

car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

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

PROPAGANDA CREATIVE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Consultant’s Proposal dated February 6, 2026
- Exhibit C - Washington State Department of Ecology Water Quality Combined Funding Insert

EXHIBIT A

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

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

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

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

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

EXHIBIT B

EXHIBIT C



CITY OF SPOKANE – PURCHASING
 & CONTRACTS
 915 N. Nelson St.
 Spokane, Washington 99202
 (509) 625-6400

REQUEST FOR PROPOSALS

<p><u>RFP NUMBER:</u> 6478-26</p> <p><u>RFP TITLE:</u> Ecology GROSS Grant Regional Stormwater Education Consultant</p> <p><u>RFP COORDINATOR:</u> Tanya Lester, City of Spokane Purchasing Department</p> <p><u>QUESTION DEADLINE:</u> January 30th, 2026 TIME: 4:30 P.M.</p>	<p><u>PROPOSAL DUE DATE:</u> February 9th, 2026 <u>TIME:</u> 1:00 P.M.</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.</p>
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Wastewater & Public Works Departments (hereinafter "City") is initiating this Request for Communications and Public Outreach Services for the Grants for Regional or Statewide Significance (GROSS) Eastern Region Stormwater Education project. Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to any contract or subcontract resulting from this solicitation for bids/proposals.

Budget/Grant funds allocated for this project: \$150,475.00

1.3 MINIMUM QUALIFICATIONS

The Proposer must have ten years of experience in branding, marketing strategy, digital media, and public engagement. Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be from 2/9/2026 and run through 6/30/2027

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procurement.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 2 RFP 6487-26 Terms & Conditions.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	January 30 th , 2026, at 4:30 P.M
Proposals Due	February 9 th , 2026, at 1:00 P.M.
Evaluation, Negotiation and Contract Award	Week of February 9 th 2026
Begin Contract Work	February 16, 2026

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm – Consultant, Individual or Company including Sub-consultants whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s needs at a given price.

2. SCOPE OF SERVICES

Multi-Media Campaign Development

Work with steering committee of 3-5 people and subject matter experts to develop a Regional Stormwater Public Education and Outreach Campaign. At a minimum, the campaign plan will:

Establish campaign goals, messaging strategies, delivery channels, and paid media buy costs that meet the milestones and final deadline of the grant. Jurisdictional areas include, however are not limited to: City of Spokane, City of Spokane Valley, Spokane County, Benton County, Asotin County, Walla Walla County, Franklin County, Whitman County, Grant County.

Branding and design for Eastern Washington Stormwater Education Campaign Incorporate language access, accessibility, and environmental justice principles. With direction from the steering committee, develop a Regional Communications and Community Education campaign. At a minimum, the plan will:

- Assess digital needs and plan for digital presence. (website, etc.)
- Identify platforms and communication channels (e.g., digital, social media, community events, local media)
- Assess and inventory partner digital channels to maximize reach, amplify messaging, and minimize maintenance needs.
- Outline a process for partner coordination and material review/approval
- Develop a Resource and Information Toolkit for Eastern Washington NPDES Phase II permittees. At a minimum, the toolkit will include:
 - Develop a residential and commercial stormwater outreach digital guide
 - Develop graphics, images, infographics, and materials that meet web accessibility standards
 - Provide language-accessible materials in English, Spanish, Arabic, Russian, and Vietnamese, with additional languages based on regional community demographics. Ensure outreach materials are translated into appropriate languages based on geographic and demographic needs.

Expected Outcome:

The project will produce a regional stormwater outreach and community education campaign plan, and a long-term educational toolkit, with all materials made accessible in multiple languages to reach diverse communities across the region.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Confirmation that Firm meets minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach, methodology for management, and successful completion of the scope of services. Describe how Firm will respond proactively to issues and scope changes. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations about any City staff involvement in the tasks, services, and activities necessary to execute the work plan.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications, and application of resources to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed. Skip "Pricing" Tab if it has no line items. Cost shall be included in Proposal document submitted.

6. Once the Questions have been entered, the yellow “Question Response” information message will change from incomplete to complete. Then the “Submit” button will become available.
7. Click the “Submit Bid” button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the “I Accept and Submit this Bid” button.
8. If you want to remove your Proposal, click the red “Withdraw Bid” button in the “Response” tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 35%		70 points
Project Approach/Methodology	35 Points (Maximum)	
Understanding Work Plan Schedule/Deliverables	35 Points (Maximum)	
MANAGEMENT PROPOSAL – 30%		60 points
Firm and Staff Experience/Capabilities/Qualifications	35 Points (Maximum)	
References	25 Points	
COST PROPOSAL – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. GRANT REQUIREMENTS

Funding of this project is being provided by the Washington State Department of Ecology’s (Ecology) Stormwater Grant Program.

6. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

Attachment 1 RFP #6487-26 Proposal Document

Attachment 2 RFP #6487-26 Terms & Conditions

Attachment 3 RFP# 6487-26 Washington State Department of Ecology Stormwater Facility Specifications Insert



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

April 2, 2026

WA UBI No.	603 101 293
L&I Account ID	261,707-01
Legal Business Name	PROPAGANDA CREATIVE LLC
Doing Business As	PROPAGANDA CREATIVE LLC
Workers' Comp Premium Status:	Account is in good standing. Quarterly report received and is being processed.
Estimated Workers Reported (See Description Below)	Pending current quarter filing
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

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](#)).

ATTACHMENT 1
REQUEST FOR PROPOSAL - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this Request for Proposals (hereinafter “RFP”) shall become the property of the City.

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

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

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

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work made for hire” as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not “work made for hire” within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane’s online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. 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 Firm 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 Firm.

11. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

12. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or

improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

13. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

14. ANTI-KICKBACK

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

15. DISPUTES

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

16. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights

to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

17. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

18. INSURANCE COVERAGE

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

SPECIFIC GRANT RELATED LANGUAGE

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

20. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

22. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

24. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm’s services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances.

25. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

26. COVERED TECHNOLOGY

200.216 (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or

extend a renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

27. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

28. TITLE VI STATEMENT

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

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



PROPOSAL FOR MULTI-MEDIA CAMPAIGN DEVELOPMENT

SUBMITTED TO:

City of Spokane

Attn: Tanya Lester

RFP Coordinator, City of Spokane Purchasing Department

Re: RFP #6478-26 – Ecology GROSS Grant Regional Stormwater Education Consultant

City of Spokane Purchasing Department

915 N. Nelson St.

Spokane, Washington 99202

Submitted by:

Propaganda Creative LLC

123 S. Wall St, Suite 300

Spokane, WA 99201

Jason Clerget

Owner, Founder

(509) 413-1719

Jason@propagandacreative.com

FEBRUARY 6, 2026

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SECTION 1 - INTRODUCTION

FEBRUARY 6, 2026

Ms. Lester and Members of the Selection Committee,

Propaganda Creative is pleased to submit this proposal to support the City of Spokane and the Eastern Region jurisdictions as the Ecology GROSS Grant Regional Stormwater Education Consultant. We understand the work is not simply to share information, it is to build a clear, consistent public education system that improves stormwater awareness, equips Phase II permittees with practical tools, and supports measurable adoption of best practices across the region.

Our team brings deep experience working across Eastern Washington, including Spokane and Spokane Valley, and communities throughout Benton, Asotin, Walla Walla, Franklin, Whitman, Grant, and Spokane Counties, as well as other participating jurisdictions in the Eastern Region. That regional familiarity matters. It allows us to develop messaging and visuals that feel local, practical, and credible, and to structure outreach that partners can implement consistently across jurisdictions while respecting local context.

We also bring extensive experience in public health and behavior change communications, translating complex topics into clear, practical guidance that people understand and act on. That perspective is directly aligned with the goals of this program, where education must be accessible, consistent, and built to drive real world adoption.

We will approach this engagement with a disciplined strategy, a toolkit first mindset, and a clear project management structure designed for Steering Committee coordination, Ecology compliance requirements, and grant timelines. We are prepared to deliver materials that support accessibility and language access, and to help ensure the program reaches communities equitably across the region.

Firm Information

Propaganda Creative
Principal Place of Business: 123 S Wall St, Spokane, WA
Phone: (509) 413-1719
Email: jason@propagandacreative.com

Legal Status

Limited Liability Company (LLC), operating from Spokane, Washington

Conflict of Interest Statement

We certify that no current or former employees of the participating agencies are employed by, or sit on the governing board of, Propaganda Creative as of the date of this proposal, or during the previous twelve (12) months.

Minimum Qualifications

We confirm that Propaganda Creative meets and exceeds the minimum qualifications identified in Paragraph 1.3. Our team has more than ten years of experience in branding, marketing strategy, digital media, and public engagement. We are licensed to do business in the State of Washington.

Terms and Conditions

Propaganda Creative acknowledges and agrees to comply with the terms and conditions set forth in the Request for Proposals.



Jason Clerget
Owner, Propaganda Creative

SECTION 2 — EXECUTIVE SUMMARY

CLEAR WATER. CLEAR STORY.

With the GROSS Grant supporting a unified approach across the Eastern Region, participating jurisdictions have an opportunity to raise the standard for stormwater education and stewardship. A shift like this takes more than a logo or a brochure. It takes a clear narrative, disciplined execution, and an education engine designed to move residents from awareness to action.

Propaganda Creative will partner with the City of Spokane and regional jurisdictions to build a coordinated communication system, not a set of disconnected tactics. We will establish a consistent voice and visual framework, develop a practical Resource and Information Toolkit that partner permittees can implement quickly, and activate targeted outreach across priority channels. Every deliverable will support the same outcomes, educate the public, equip permittees, and encourage everyday behaviors that protect water quality.

We bring more than capability. We bring regional proximity and practical experience translating complex topics into clear public guidance. As a Spokane based agency, we understand how Eastern Washington audiences engage, from urban centers to rural and agricultural communities. That familiarity supports faster collaboration, stronger local relevance, and messaging grounded in real regional context.

This engagement is built for momentum and accountability. We recommend starting with a focused Discovery Phase to align the Steering Committee, confirm audiences and success metrics, and audit existing materials and channels. From there, we will build the regional brand system and the Resource and Information Toolkit, then move into campaign activation, optimization, and reporting aligned with grant milestones through June 2027. Our workflow uses a simple shared project tracker so partner jurisdictions can stay informed and approve deliverables without added meetings or day to day administrative load.

Public education is built on trust. Residents do not need louder messages. They need clearer ones. Our role is to translate stormwater requirements into communication that is accessible, multilingual, and easy to act on, while giving partner jurisdictions the tools and structure to deliver it consistently across the region.

SECTION 3 — FIRM OVERVIEW, SIZE, AND CAPACITY

WHO WE ARE & COMPETITIVE ADVANTAGE

Propaganda Creative is a Spokane-based branding and communications firm with more than 15 years of experience delivering campaigns, toolkits, and public-facing materials for public, nonprofit, and community-serving organizations. Our work emphasizes clarity, accessibility, and practical implementation across complex, multi-stakeholder programs.

We bring together strategists, designers, content creators, and technical specialists built to support public education initiatives that require consistent messaging and organized, partner-ready deliverables.

Rather than coordinating multiple vendors for strategy and creative production, the City and Steering Committee will work with a single, integrated team. This reduces handoffs, keeps timelines tight, and supports consistent execution across deliverables.

WHAT SETS US APART

Local insight and on-site access

We are based in Spokane and work across Eastern Washington. We understand the region's mix of urban, rural, and agricultural communities and can collaborate in person when needed.

Technical accuracy, clear language

We respect the complexity of NPDES requirements and Ecology expectations, while translating them into resident-friendly communication that is direct, practical, and actionable.

Adaptable production capacity

Public education work evolves. We scale design and content resources by phase to meet deliverable volume and timelines, without slowing the program.

Operational discipline

We provide clear ownership, predictable review windows, and transparent status so the Steering Committee always knows what is in motion and what comes next.

Authentic regional storytelling

Eastern Washington audiences recognize what is real. We prioritize local landscapes, infrastructure, and community context over generic stock imagery.

SECTION 4 — TECHNICAL PROPOSAL

UNDERSTANDING OF PROJECT REQUIREMENTS AND PROPOSED APPROACH

Understanding of Project Requirements

The City's requirements for the Ecology GROSS Grant Regional Stormwater Education Consultant are clear. The program must deliver a coordinated, region-wide stormwater education effort that meets Washington Department of Ecology requirements, supports Phase II permittees, and encourages measurable improvements in resident understanding and behavior across participating jurisdictions.

This work must function within a multi-jurisdictional governance structure, align with Steering Committee processes, incorporate language access and accessibility requirements, and remain responsive as priorities evolve over the grant period. We will incorporate environmental justice principles by designing outreach to reduce barriers and improve access for diverse communities across the region. In coordination with the Steering Committee, we will prioritize inclusive distribution, clear plain language, accessible formats, and language accessible materials, and we will adapt outreach based on geographic and demographic needs so stormwater education is reachable and usable for all residents. Success depends on consistency, practical implementation, and disciplined execution.

The proposed work fully addresses the Multi-Media Campaign Development, branding, accessibility, language access, and Resource Toolkit requirements outlined in the Scope of Services.

Proposed Approach

Our approach is to build and operate a shared education system that connects strategy, creative development, toolkit production, and campaign coordination. Public education, permittee support, and behavior change are treated as one integrated program so messaging, assets, and reporting stay aligned across jurisdictions and channels.

Key elements of the approach include:

- Assessment of digital needs and recommendations for the most practical digital presence for the region, whether a shared hub page, microsite, or partner hosted implementation, with a preference for the lowest maintenance approach for jurisdictions.
- A consistent regional narrative supported by defined voice, tone, and visual standards.
- Practical, permittee-ready toolkits that reduce implementation burden across jurisdictions
- Audience-centered messaging that translates technical stormwater concepts into clear, actionable guidance
- Accessibility and multilingual delivery incorporated into core materials
- Performance monitoring and reporting aligned with grant milestones and compliance needs

Methodology for Management and Successful Completion

Project management is structured to provide transparency, accountability, and predictable delivery.

Our management methodology includes:

- A single point of contact supported by a dedicated project manager
- Defined roles, responsibilities, and decision authority at kickoff
- Established review and approval workflows with agreed upon timelines
- Regular Steering Committee check-ins to confirm priorities, resolve issues, and document decisions
- Active tracking of tasks, dependencies, and deliverables using a shared project tracker available to the City and Steering Committee

SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

UNDERSTANDING OF PROJECT REQUIREMENTS AND PROPOSED APPROACH

Proactive Issue, Risk, and Scope Management

We manage risk proactively to protect schedule, budget, and compliance.

- Confirming success metrics, approval paths, and decision owners at kickoff
- Maintaining a rolling 30 to 60 day production plan tied to grant milestones
- Using consolidated review windows to reduce delays and rework

Scope changes are avoided whenever possible and treated as a last resort unless requirements or deliverables materially change. Any scope adjustments are managed through a clear change control process designed to prevent surprises and are addressed in detail within the fee and contract terms.

Change control, transparency, no surprises:

- We do not introduce change orders as a default operating method
- A change request is initiated only when new requirements, new deliverables, or material direction would otherwise impact the approved scope
- Each change request includes the reason for change, options to swap or defer work, and the impact on cost, schedule, and deliverables
- Work proceeds only after written approval from the City

Escalation:

- If a decision, delay, or external dependency threatens a milestone, we escalate quickly with options for Steering Committee approval, including adjusting the sequence, approved substitutions, or streamlined alternatives, along with a recommended path forward.

Creative and Technical Considerations

Creative execution prioritizes clarity, accessibility, and regional relevance. Materials are designed to be easy to use, easy to share, and consistent across jurisdictions. Technical accuracy is maintained while ensuring communication remains resident-friendly and actionable.

SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

DETAILED WORK PLAN AND DELIVERABLES

Work Plan Overview

The work plan is organized into four core phases to support planning, production, and execution, followed by a defined closeout and handoff period.

PHASE 1: DISCOVERY & ALIGNMENT

Tasks and activities:

- Project kickoff and communication protocols
- Review grant requirements, compliance needs, and existing materials
- Partner and channel review across participating jurisdictions
- Inventory partner digital channels and stormwater touchpoints, websites, social, email, and resources
- Identify priority audiences, topics, and success metrics
- Assess digital needs and recommend the best fit digital presence, hub page, microsite, or partner hosted, prioritizing low maintenance
- Confirm accessibility and language requirements

Key deliverables:

- Discovery summary and recommendations
- Partner and channel inventory
- Draft measurement and reporting framework

PHASE 2: STRATEGY DEFINITION & PLANNING

Tasks and activities:

- Develop regional messaging framework
- Define voice, tone, and visual direction
- Map resident education journey from awareness to action
- Finalize toolkit structure and content priorities
- Apply WCAG 2.1 AA considerations to core layouts, templates, and content frameworks, including graphics and infographics, as they are developed.

Key deliverables:

- Regional campaign plan
- Messaging and creative framework
- Toolkit structure and content outline

PHASE 3: CREATIVE AND TOOLKIT PRODUCTION

Tasks and activities:

- Creation of regional brand system and usage guidance
- Development of Resource and Information Toolkit templates and partner-ready assets
- Production of core educational content
- Translation and accessibility adaptation as required
- Translation for core materials, English, Spanish, Arabic, Russian, and Vietnamese, with additional languages added based on regional demographics and Steering Committee direction.
- Development of residential and commercial outreach materials

Key deliverables:

- Regional brand assets and guidelines
- Resource and Information Toolkit and templates
- Content library including multilingual and accessible formats

PHASE 4: LAUNCH SUPPORT, COORDINATION, AND REPORTING

Tasks and activities:

- Campaign launch support and content calendar coordination
- Partner coordination and deployment support
- Performance monitoring and reporting
- Ongoing reporting aligned with grant milestones and Steering Committee need

Key deliverables:

- Monthly performance reports and recommendations
- Program updates and adjustments (as approved)
- Final program summary and closeout documentation

SECTION 4 — TECHNICAL PROPOSAL CONTINUED

SAMPLE DELIVERABLES (TBT)

Sample Deliverables

To clarify what the work can look like in practice, the items below are representative examples of deliverables anticipated under the Regional Brand System and the Resource and Information Toolkit. Final quantities, formats, and priorities will be confirmed during Discovery based on Steering Committee direction, required languages, accessibility needs, and jurisdictional deployment requirements.

Regional Brand System

- Regional brand guidelines, PDF plus editable source files
- Logo package, primary, secondary, one color, and small format versions
- Color palette and typography standards
- Icon set and simple graphic elements designed for stormwater education topics
- Voice and tone guidance, messaging do's and don'ts, example headlines and calls to action

Resource and Information Toolkit

- Toolkit overview and partner usage guide, how to deploy, where to find files, how to request updates
- Messaging library, resident and commercial, core talking points, key terms, and simple action statements
- Social template set, editable Canva templates for common formats and platforms, with topic variations
- Fact sheet templates, residential and commercial formats with infographic elements and QR codes
- Quick action checklists, one page and two page versions for common behaviors and best practices
- Outreach handouts, flyers or door hanger templates designed for partner deployment
- Infographics, priority pollutant topics, simple before and after visuals, clear "what to do" prompts
- Partner co brand templates, options for jurisdictions to add local logos or contact information while maintaining regional consistency
- Short-form educational videos or animated explainers with captions, plus cutdowns for social
- Simple motion versions of key graphics for digital placements

Accessibility and language ready production

- WCAG 2.1 AA design checks applied throughout development of core templates and toolkit materials
- Accessibility-ready source files and formatting standards for consistent partner use
- All graphics, images, infographics, and digital materials will be produced to meet web accessibility standards, including WCAG 2.1 AA requirements
- Translation-ready source files and a version-control approach for multilingual updates
- Multilingual versions of core materials aligned to the approved language access plan

Reporting and measurement support

- UTM tracking guidance for consistent campaign tagging across partners
- Reporting template aligned to grant milestones, suitable for monthly or milestone-based summaries

These sample deliverables are provided for planning clarity and may be substituted or resequenced with Steering Committee approval to maintain schedule, budget, and compliance alignment.

SECTION 4 — TECHNICAL PROPOSAL, CONTINUED

DETAILED SCHEDULE

Project Schedule

A detailed project schedule with completion dates for each phase and deliverable will be provided following kickoff and refined during Discovery. Our work sessions with the Steering Committee will produce a shared, realistic timeline aligned with priorities, review cycles, seasonal considerations, and grant deadlines through June 2027. Target completion dates for all major outputs will be finalized during Discovery and managed through the project workflow.

SAMPLE TIMELINE (FOR PLANNING PURPOSES)

PHASE 1: DISCOVERY AND ALIGNMENT

Weeks 1 to 4

- Kickoff and work sessions to confirm goals, audiences, success metrics, and approval milestones
- Review existing materials and partner channels to identify gaps and opportunities
- Deliverable: Creative brief, measurement framework, and draft strategic timeline

PHASE 2: STRATEGY AND PLANNING

Month 2

- Define regional messaging, campaign pillars, and resident journey
- Confirm voice, tone, and visual direction
- Confirm toolkit structure and content priorities
- Deliverable: Regional campaign plan and messaging and creative framework

PHASE 3: CREATIVE AND TOOLKIT PRODUCTION

Months 3 to 5

- Produce the regional brand system and partner usage guidance
- Develop the Resource and Information Toolkit templates and core content
- Translate and adapt materials as required, ensuring accessibility standards are met
- Deliverable: Regional brand guidelines and the permittee-ready Resource and Information Toolkit

PHASE 4: LAUNCH SUPPORT AND REPORTING

Ongoing through June 2027

- Support campaign launches and coordinate the content calendar across partner channels
- Provide partner coordination, deployment support, and ongoing reporting aligned with grant milestones
- Deliverable: Monthly reporting, recommendations, and approved program updates

PHASE 5: CLOSEOUT AND HANDOFF

Final month

- Compile final reporting and documentation
- Provide a toolkit handoff and training session for long-term use Deliverable: Final summary report and handoff package

FIRM EXPECTATIONS AND CITY STAFF INVOLVEMENT

A clear, lightweight coordination structure.

City and Steering Committee involvement:

- Designate a primary City point of contact and confirm decision makers for approvals.
- Participate in scheduled check-ins and provide consolidated feedback during review windows.
- Provide access to existing materials, prior outreach efforts, partner contacts, and any required compliance guidance.

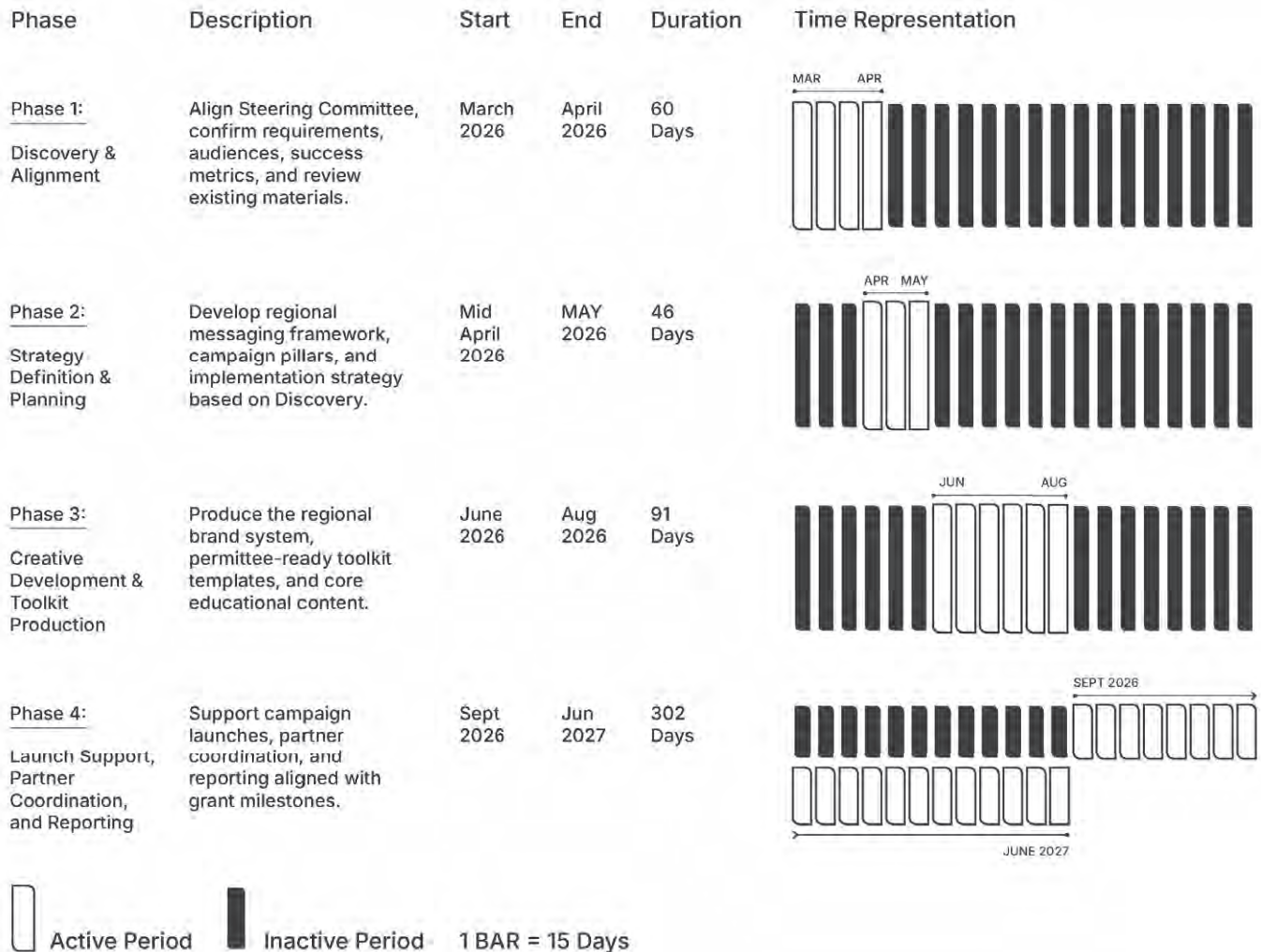
Our expectations are intended to keep the workflow efficient, and maintain on-time delivery of grant milestones.

SECTION 4 — TECHNICAL PROPOSAL CONTINUED

SAMPLE TIMELINE OVERVIEW

The sample timeline below illustrates how the proposed work plan aligns with the full grant period, from March 2026 through June 2027, and supports key Ecology and Steering Committee milestones. The schedule reflects a phased approach with intentional overlaps to maintain momentum, built-in review buffers to accommodate Steering Committee coordination, and flexibility to adjust sequencing following Discovery.

This visual is provided to demonstrate accountability, clarify how phases relate to one another over time, and show how the work remains aligned with grant timelines and Ecology compliance requirements.



Proposed timeline aligned with Ecology GROSS grant requirements full support through June 30, 2027 closeout

SECTION 5 — MANAGEMENT PROPOSAL

FIRM, STAFF, AND TEAM EXPERIENCE

Core Team

Propaganda Creative will assign a dedicated leadership team to ensure the success of this project. We selected this team based on their experience supporting state and public organizations, their related experience with the subject matter, and their tenure delivering the campaign planning, brand systems, toolkits, and public-facing materials required by this RFP. The individuals below will serve as the primary points of contact, providing the City of Spokane and the Steering Committee with direct access to agency leadership and creative oversight throughout the grant lifecycle.

Project Leadership, Lines of Authority, and Responsibilities

Prime responsibility and authority for the work will be held by Jason Clerget, Owner and Principal-in-Charge.



JASON CLERGET

Propaganda Creative, Owner & Strategic Direction

- Role: Owner, creative strategy, and primary point of contact
- Responsibilities: Executive oversight, strategy leadership, Steering Committee coordination, issue escalation and resolution, final review and approval of key deliverables
- Qualifications: Owner and Creative Director of Propaganda Creative with 15 years of experience leading branding, web, and campaign work across disciplines. Washington-based with early background in construction and wastewater-related environments, bringing practical technical fluency and a strong regional perspective.
- Availability: 25% allocation



CAITLIN PINTER

Propaganda Creative, Director of Sales & Marketing

- Role: Channel strategy, distribution planning, and performance support
- Responsibilities: Channel mix recommendations, digital outreach planning, partner channel coordination support, SEO guidance for digital presence recommendations, and measurement support aligned to reporting needs
- Qualifications: 12+ years of experience in sales, digital advertising, social media management, and strategic planning. Degree in business with a minor in marketing from Eastern Washington University. Strong local ties and experience translating strategy into practical execution.
- Availability: 20% allocation



DEVIN TAYLOR

Propaganda Creative, Creative Director

- Role: Brand oversight and visual strategy
- Responsibilities: Creative direction, visual system development, toolkit design oversight, design quality control, and accessibility-aligned design execution
- Qualifications: 10+ years of experience in visual identity and digital interface design, with a focus on user experience and clear, accessible communication.
- Availability: 20% allocation

SECTION 5 — MANAGEMENT PROPOSAL CONTINUED

TEAM OVERVIEW

Propaganda Creative is an in-house, Spokane-based agency with a multidisciplinary team that spans strategy, design, content, and technical execution. This structure allows us to support complex initiatives without relying on outsourced vendors, ensuring consistency, accountability, and close collaboration throughout the project lifecycle.



JASON CLERGET
Principal & Founder
Executive oversight and strategic guidance.



KYLE HURLEY
Principal, Managing Partner
Executive oversight and strategic guidance.



CAITLIN PINTER
Partner, Director of Sales
Project and workflow management.



DEVIN TAYLOR
Creative Director
Brand stewardship. Visual direction and creative quality.



JOEY B
Senior Graphic Designer



SHANE S
Art Director



CARSTEN B
Digital Marketing Director



ANNABELLE F
Digital Media Designer



PHILLIP C
Videographer & Photographer



EMILY C
Lead Web Developer



ERIN D
Full-Stack Developer



ALDEN W
Web Developer



AIDAN O
UI/UX Designer



RHONDA A
Copywriter

SECTION 5 — LEADERSHIP TEAM

TEAM ASSIGNMENTS AND RESOURCE ALLOCATION

The leadership team above provides continuity from Discovery through closeout. Additional design and content production support will be allocated by phase to meet deliverable volume and timelines. Resource levels will scale up during Discovery, planning, and toolkit production, then scale appropriately during ongoing coordination and reporting.

Deliverable Ownership and Quality Control

Each major deliverable listed in Section 4 will be assigned a single owner from the core team (Jason, Devin, or Caitlin) responsible for final sign off. All assets undergo two internal quality control rounds (creative and accessibility) prior to Steering Committee review. Scope changes and issue escalation will follow the change control process outlined in Section 4, with Jason Clerget serving as the escalation owner and final authority for change requests, which proceed only with written City approval. We use a shared Monday.com project board and a weekly 30 minute check in so the Steering Committee always knows what is in review, what is approved, and what is scheduled next.

PROJECT MANAGEMENT AND COORDINATION

To ensure clear communication, accountability, and minimal administrative burden on staff, the project will be managed through a shared Monday.com workspace. This platform provides a centralized view of priorities, timelines, deliverables, and approvals without requiring daily participation from leadership or partner agencies.

The system is designed for low friction use. Agency staff can engage at the level that fits their role, from high level visibility into progress and approvals to optional task level collaboration. Notifications are limited and purposeful, and critical milestones, review periods, and approvals are identified in advance.

This approach reduces email volume, prevents version confusion, and creates a clear record of decisions and progress. Most importantly, it keeps leadership informed and confident in execution without adding operational overhead or requiring more than a brief orientation.

ACCESSIBILITY VALIDATION

Accessibility validation is the final review step used to confirm materials meet WCAG 2.1 AA standards after production. Validation includes checks for:

- Color contrast ratios
- Font size, spacing, and readability
- Heading structure and document hierarchy
- Alternative text for images, icons, and infographics
- Screen reader compatibility and tagging for PDF
- Caption accuracy and readability for video assets

DELIVERABLE SCHEDULE MANAGEMENT

Assumes Notice to Proceed, March 2026, timeline will be confirmed in Discovery.

- Discovery summary and partner inventory – Week, 4 March 2026
- Campaign plan and messaging framework – Month 2, April 2026
- Regional brand guidelines – Month 3, May 2026
- Toolkit v1 – Month 4, June 2026
- Multilingual toolkit set – Month 5, July 2026
- Launch readiness package – Month 6, August 2026
- Monthly reporting begins – Month 6, August 2026, ongoing through June 2027
- Final closeout package – June 2027

SECTION 6 — REFERENCES

Propaganda Creative has provided a list of 5 contracts from the last 3 years that demonstrate our ability to perform the services required under this RFP. Propaganda Creative grants permission to the City to contact the list provided.

HOOPFEST | 2020 - PRESENT

Ongoing support since 2020 including annual campaign creative, event communications, digital and on-site assets, and sponsor integration. Work includes developing consistent visual systems across channels, creating participant-facing information materials that are clear and easy to navigate, and supporting high-volume public communications tied to schedules, locations, and event updates. **Overview is available in Appendix A under “Hoopfest.”**

PRIMARY REFERENCE - Riley Stockton, Executive Director — Spokane Hoopfest

riley@spokanehoopfest.net
(509) 951-0605

WHITMAN COUNTY PUBLIC HEALTH | 2022-PRESENT

Ongoing partnership supporting brand and website improvements, plus public health campaigns where clarity, trust, and speed matter. Work has included strategy and rollout of public-facing communications on topics such as substance use prevention, STI awareness, respiratory illness, and measles outbreak messaging, using a mix of video, animation, illustration, copywriting, and digital content. **Overview is available in Appendix A under “Whitman County Public Health.”**

PRIMARY REFERENCE - Corrin McMichael, Deputy Director — Whitman County Public Health

corrin.mcmichael@whitmancounty.gov
(509) 553-1792

COLUMBIA COUNTY PUBLIC HEALTH 2024-PRESENT

Brand identity development and launch of the organization’s first standalone website, with expanded support including social media, major public-facing reports (CHNA and CHIP), and video production to support clear, accessible community messaging. Work also included air quality awareness communications that translated AQI guidance into resident-friendly, protective actions. **Overview is available in Appendix A under “Columbia County Public Health.”**

PRIMARY REFERENCE - Jan Strohbehn, Administrator— Columbia County Public Health

jan_strohbehn@co.columbia.wa.us
(509) 382-2181 ext 395

VISIT SPOKANE | 2023-PRESENT

Brand and identity support focused on maintaining a cohesive regional story across diverse neighborhoods, audiences, and seasonal priorities while preserving one consistent brand experience. Work included developing high-impact hero creative along with a practical content library designed for use by multiple stakeholders across campaigns, platforms, and timelines without losing continuity. **Overview is available in Appendix A under “Visit Spokane.”**

Jeff Hawley, President of Marketing — Visit Spokane

jhawley@visitspokane.com
(509) 742-9373

KNIFE RIVER | 2020-PRESENT

Brand and communications support including brand strategy, print and marketing collateral, photography, video, motion graphics, and website design and development. Work focused on building a clear, user-friendly digital presence that highlights a complex product offering, supports search visibility, and reinforces Knife River’s commitment to quality, safety, and sustainability. **Overview is available in Appendix A under “Knife River.”**

Blake Johnson, Commercial Director — Knife River Prestress

blake.johnson@kniferiver.com
(509) 934-0286

SECTION 7 — COST PROPOSAL

This cost proposal is structured to clearly separate professional services fees from third-party costs. Our fees cover planning, strategy, creative development, toolkit production, partner coordination, and reporting in the Technical Proposal (Section 4, pages 6–11) and the Management Proposal (Section 5, pages 12–14).

FEE STRUCTURE

Professional services are provided on a not-to-exceed basis, with billing tied to completed work and approved deliverables.

INCLUDED IN PROFESSIONAL FEES

Tasks and activities:

- Discovery and alignment work sessions, asset and channel review, and documentation
- Regional campaign planning, messaging framework, and creative direction
- Regional brand system and usage guidance
- Resource and Information Toolkit development, including templates and partner-ready assets
- Content development and production for required outreach materials
- Partner coordination support, review windows, and approvals facilitation
- Reporting aligned to grant milestones and compliance needs

PAID MEDIA BUY COSTS

Tasks and activities:

The RFP requires the campaign plan to identify delivery channels and estimated paid media buy costs aligned to grant milestones. Our professional fees include planning and estimating paid media buy costs within the campaign plan.

Paid media placement, ad spend management, and media buying services are excluded from this scope unless added by written amendment.

PASS-THROUGH AND THIRD-PARTY COSTS

If required for this project, third-party services will be treated as pass-through costs and proposed for City approval in advance. Examples may include:

- Professional translation and cultural review
- Accessibility validation or testing
- Printing and distribution
- Stock licensing when local assets are not feasible

All pass-through costs will be approved, documented and billed at cost unless otherwise agreed.

ASSUMPTIONS

- The City will designate a primary point of contact and provide consolidated feedback during review windows.
- The Steering Committee will participate in scheduled work sessions needed to confirm priorities and approvals.
- Existing materials, partner contacts, and compliance guidance will be provided as needed to support timely delivery.
- Accessibility requirements, including WCAG 2.1 considerations, are incorporated into design and production as work is developed, with checks performed throughout Phases 2 and 3 to prevent rework.

SECTION 7 - COST PROPOSAL, CONTINUED

The Cost Proposal identifies all costs necessary to complete the work and produce the required deliverables, as a fully detailed budget with a total not-to-exceed amount.

Our budget is structured to front-load discovery, strategy, and toolkit production early in the project to establish a consistent regional system partners can use, then maintain lighter, predictable support through June 2027 for coordination, reporting, and approved updates. This approach prioritizes durable deliverables, minimizes rework across jurisdictions, and keeps the program on schedule while remaining within the grant's budget realities. Washington State sales tax, if applicable, will be collected and remitted by the Firm and is not included in the amounts shown below.

TOTAL NOT-TO-EXCEED COST (NTE): \$144,730

This total is structured to remain within the grant budget while preserving the staffing and production capacity required to deliver the Regional Campaign Plan and the Resource and Information Toolkit on schedule.

BUDGET SUMMARY

The budget is separated into internal professional services labor and defined third-party costs for translation and accessibility validation. Estimated hours reflect internal labor only.

Budget

Phase	Scope focus	Estimated hrs	Allocation
Phase 1, Discovery and Alignment	Kickoff, requirements review, partner channel inventory, measurement framework	170	\$28,900
Phase 2, Strategy Definition and Planning	Campaign plan, messaging framework, toolkit structure, accessibility checks (WCAG 2.1)	194	\$32,980
Phase 3, Creative Development and Toolkit Production	Brand system, toolkit templates, core content production, WCAG 2.1 accessibility-ready files	220	\$37,400
Phase 4, Launch Support, Coordination, and Reporting	Partner coordination support, reporting aligned to grant milestones, approved updates	145	\$24,650
Phase 5, Closeout and Handoff	Final documentation and toolkit handoff and training	40	\$6,800
Totals		769	\$130,730

Estimated level of effort is provided to support planning and transparency. Hours reflect anticipated internal professional services effort only.

SECTION 7 - COST PROPOSAL, CONTINUED

THIRD-PARTY COSTS INCLUDED WITHIN NOT TO EXCEED

The RFP requires language-accessible materials. The costs below are included within the total not-to-exceed amount and will be coordinated through the City's review and approval process. This is an estimate based on the anticipated scope, the required languages, and final word counts. Actual costs may be lower, and will not exceed the amount shown without prior City approval.

Item	Allocation
Professional translation and cultural review (allowance, TBD during Discovery)	\$14,000

Budget Summary

Category	Allocation
Professional services, labor and project management (769 hours at \$170 per hour, including accessibility checks during Phases 2 and 3)	\$130,730
Translation and accessibility validation (included within NTE)	\$14,000
Total	\$144,730

FEE STRUCTURE

Hourly Rate \$170/hr

Professional services are provided on a not-to-exceed basis, with billing tied to completed work and approved deliverables. **Our standard professional services rate is \$200 per hour. For this engagement, and to support budget efficiency over the full grant period, we have reduced our billing rate to our established retainer rate of \$170 per hour.**

Billing and Invoicing

We recommend predictable monthly progress billing to support steady program delivery and straightforward budget tracking.

- Invoices are issued monthly and applied against the total not-to-exceed amount.
- Each invoice includes a summary of work completed, hours by role, deliverables produced, and the remaining not-to-exceed balance.
- Billing is aligned to the project phases, with higher effort during Discovery, planning, and toolkit production, and lighter coordination and reporting support through June 2027.

If the City prefers a different billing schedule, we are flexible and can align invoicing to the arrangement the City prefers while maintaining the same not-to-exceed total.

SECTION 8 - DISCLOSURES

To support efficient review, the certifications and disclosures below are provided in one place.

CONFLICT OF INTEREST

Propaganda Creative certifies that no current or former employees of the participating Agencies are employed by, or sit on the governing board of, Propaganda Creative as of the date of this proposal or during the previous twelve (12) months.

Propaganda Creative LLC and its personnel have no current or former employment relationships with the City of Spokane that would violate SMC Chapter 1.04A. We confirm no conflicts of interest exist.

STAFF COMMITMENT AND SUBSTITUTION

Propaganda Creative commits that the staff identified in this proposal will perform the assigned work. Any staff substitution will require prior approval of the City.

CONTRACT TERMINATION FOR DEFAULT

Propaganda Creative has not had any contracts terminated for default within the past five (5) years.

SUB-CONSULTANTS AND THIRD-PARTY SERVICES

At this time, no sub-consultants are anticipated. If specialized services such as professional translation are required as part of the approved deliverables, qualified providers will be proposed for City approval in advance, including name, address, and scope of services.

TERMS AND CONDITIONS

Propaganda Creative acknowledges and agrees to comply with the terms and conditions set forth in the Request for Proposals.

ECOLOGY GRANT CONTRACT INSERT COMPLIANCE

We will include Ecology funding recognition and logo on public facing materials, provide record access and retention, and acknowledge Ecology's document rights as required by the grant contract insert.

ACKNOWLEDGEMENT OF RFP ATTACHMENTS AND PROCUREWARE REQUIREMENTS

Propaganda Creative acknowledges receipt and review of all RFP documents and attachments associated with RFP #6487-26, including all materials provided through the City of Spokane ProcureWare system. This includes Attachment 1 (Proposal Document), Attachment 2 (Terms and Conditions), Attachment 3 (Contract Insert), and Attachment 4 (Certification Regarding Lobbying).

We confirm that our proposal has been developed in accordance with these requirements and that we will execute the work in compliance with the terms, conditions, certifications, and contractual provisions outlined in the referenced attachments.

APPENDIX A RELEVANT WORK

VISIT WEBSITE 

SCAN HERE TO
VISIT WEBSITE



RELEVANT WORK

The following examples illustrate Propaganda Creative's experience delivering public-facing campaigns, toolkits, and educational materials comparable in scope and complexity to this RFP. These examples are provided as supporting documentation and demonstrate our ability to translate complex information into clear, accessible, and partner ready deliverables.

This work is relevant to the Eastern Washington Stormwater Education scope because it combines multi stakeholder coordination, plain language education, multi format production, and durable systems that partners can deploy consistently over time.

HOW THIS EXPERIENCE ALIGNS WITH THE SCOPE OF SERVICES

Campaign strategy and messaging frameworks

We build clear messaging systems and campaign plans that translate technical topics into simple actions the public can understand and adopt.

Toolkit and template development

We create organized asset libraries, templates, and partner guidance so jurisdictions can deploy materials quickly without reinventing standards.

Digital education and web experience

We design and build digital resources that make complex information easy to find, easy to navigate, and practical to use.

Video and motion for comprehension

We use video and motion graphics to improve understanding, reduce confusion, and increase engagement when topics are complex or unfamiliar.

Print and community facing materials

We produce production ready collateral, signage, and handouts that support outreach in real world environments.

Accessibility and usability by design

We incorporate WCAG 2.1 considerations during development so materials are readable, scannable, and usable across audiences.

Multi language communication support

We plan for language access and translation needs so core materials can be deployed equitably across communities and jurisdictions.

Partner coordination and approvals

We work within committee review processes, manage feedback cycles, and keep work moving without surprises or rework.

For reference only. Use the link or scan the QR code in the top right corner of this page to view our portfolio and other work samples.

APPENDIX A RELEVANT WORK

[WATCH VIDEO](#)

HOOPFEST

Beginning in 2020, Propaganda Creative has partnered with Hoopfest on a multi-year creative program that refreshes annually while maintaining a consistent core brand. Each season requires high-volume production across digital, print, and on-street event environments, tight timelines, and coordination across multiple stakeholders. Our role has been to steward the brand while building a repeatable system that delivers scale without sacrificing quality, clarity, or consistency.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires a unified regional system that can scale across jurisdictions, support high-volume partner deployment, and adapt over time without losing clarity or consistency. Our Hoopfest work demonstrates how we build durable creative frameworks and organized asset libraries that multiple stakeholders can use reliably, while still allowing for annual or topic-based refreshes as priorities evolve.

Work Completed

- Brand identity stewardship and annual creative refresh
- Campaign direction, including thematic development and year-over-year positioning
- Marketing strategy support and channel coordination
- Digital experience design and web development for participant-facing platforms
- Collateral and signage systems, including production-ready environmental graphics
- Video and motion assets for social and digital distribution
- Custom iconography and 3D elements to maintain visual cohesion at scale



APPENDIX A RELEVANT WORK

WATCH VIDEO 



VISIT SPOKANE

Propaganda Creative supported Visit Spokane with regional brand and campaign work designed to tell one cohesive story across multiple neighborhoods, audiences, and seasonal priorities. The work balanced high-impact hero creative with a practical content library and templates that could be deployed by multiple stakeholders across platforms without losing quality, continuity, or brand consistency.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires a unified regional system that can be used across jurisdictions, adapted over time, and deployed by multiple partners without creating fragmentation. Our Visit Spokane work demonstrates how we build a consistent regional framework, then equip stakeholders with organized, ready-to-use assets that maintain standards while supporting a wide range of topics, channels, and timelines

Work Completed

- Photography, place-based and lifestyle imagery capturing Spokane's districts and community energy
- Video, short-form content designed for digital promotion and social reach
- Branding and identity, refreshed look and feel with supporting identity elements for consistent regional voice
- Wayfinding and environmental design, visitor-oriented systems supporting physical navigation
- Digital and web, campaign creative and web assets optimized for ongoing stakeholder use
- Print and graphic design, visitor materials and collateral templates designed for repeatable deployment



APPENDIX A RELEVANT WORK

VISIT SITE 



COLUMBIA COUNTY PUBLIC HEALTH

Propaganda Creative partnered with Columbia County Public Health to develop a cohesive brand identity and launch their first standalone website. The work expanded into ongoing public education support, including major community health reports and multimedia content designed to make technical information clear, useful, and credible for residents.

Across complex topics including air quality, fentanyl addiction, youth cell phone addiction, and community health assessments, we helped translate data, guidance, and prevention messaging into community-ready communication that residents could understand and act on.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires translating technical guidance into plain-language actions, producing accessible digital resources, and building a repeatable system that partners can use consistently over time. Our work with Columbia County Public Health demonstrates how we create practical educational tools and campaigns that help residents understand what to do next, and why it matters.

Work Completed:

- Air quality guide and documentation, translating AQI levels into clear, actionable protective steps
- Educational collateral and graphics, practical prevention focused materials designed for easy adoption
- Campaign identity and strategy, messaging frameworks and visual systems to guide public outreach
- Campaign creative, flyers, social posts, and supporting materials designed for clarity and engagement
- Bilingual messaging support, English and Spanish versions to improve accessibility and reach
- Web and digital, website development and digital resources including a fire and smoke information page
- Video and motion, story-driven video assets and social-ready cuts to support awareness and understanding



APPENDIX A RELEVANT WORK



Expand Your Family's Nutrition with WIC

From nutritious food to breastfeeding support, WIC is here to help your family thrive. Discover the benefits and apply today!

Visit the WIC page on our website under the Personal + Family Health tab.




Eat like you give a crop.

Nutrition isn't about perfection—it's about progress.




Nourish To Flourish.

Celebrate National Nutrition Month by making simple, healthy changes.



Columbia County Public Health

Nearly 50% of 2024 cancer deaths can be attributed to preventable causes.



Quitting smoking, staying active, maintaining a healthy weight, protecting your skin, and getting vaccinated can significantly lower your cancer risk.



DISCONNECT TO RECONNECT



Approx. 50% of adolescents feel worse due to social media, while only 14% feel better.



Social media exposure can overstimulate the brain's reward center and trigger **ADDICTION-LIKE PATHWAYS.**



DISCONNECT TO RECONNECT




Limiting social media use to **30 MINUTES DAILY** over three weeks leads to significant declines in depression severity.



DISCONNECT TO RECONNECT



HUMANITY FIRST Columbia County Public Health



Connection starts with understanding. See the **PERSON** before the addiction.

STEVEN Brother, avid fly fisherman, runner, friend, addict.

SEE THE PERSON



Columbia County Public Health

I lost my friend to fentanyl, but the signs came long before the overdose. See the person before the addiction, put **HUMANITY FIRST**

HUMANITY FIRST See the person before the addiction



JOHN Rancher, grandfather, fisherman, puzzler, addict

HUMANITY FIRST Columbia County Public Health



I lost my grandma to an overdose. People think overdoses only happen to addicts.

APPENDIX A RELEVANT WORK

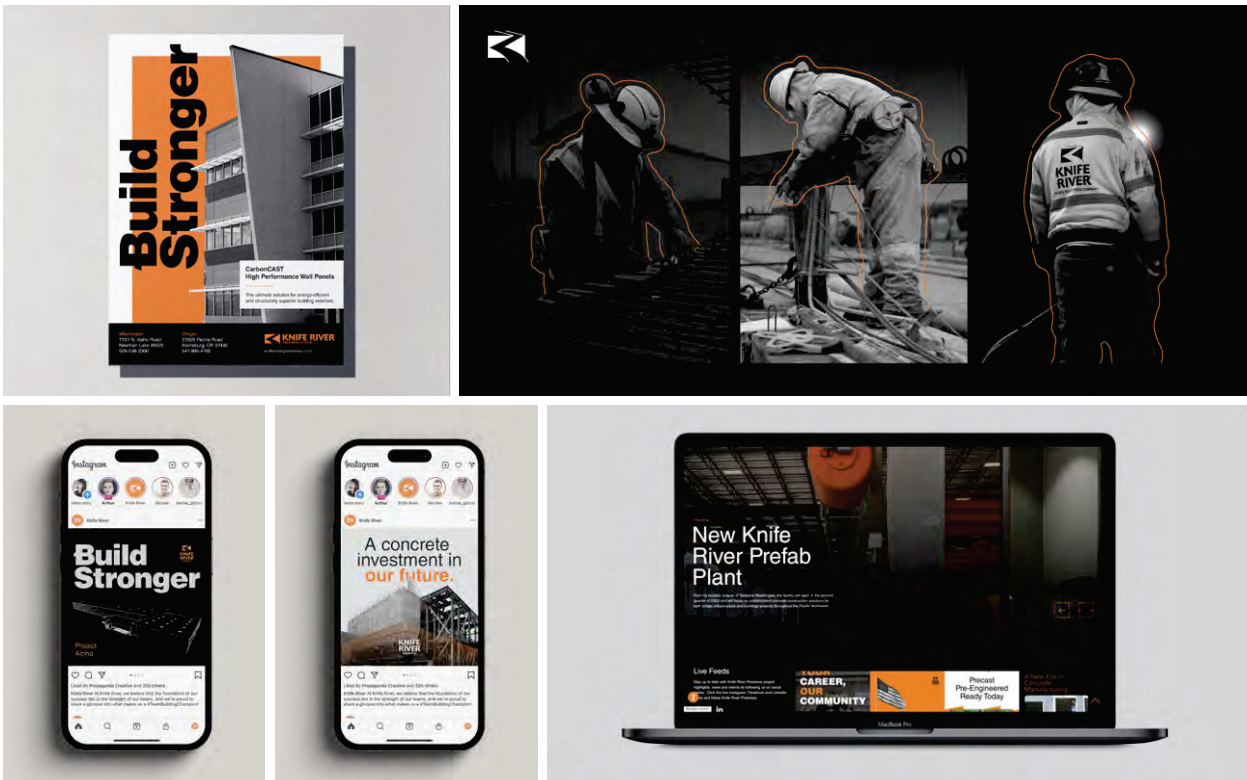
KNIFE RIVER

Propaganda Creative partnered with Knife River to strengthen their brand communications and build a modern digital presence that reflects the quality, reliability, and scale of their operations. The work focused on translating a complex product offering into a clear, professional experience, with a website built for usability, performance, and long-term content growth.

This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires organizing technical information into clear, accessible communication that partners and the public can navigate easily. Our Knife River work demonstrates how we structure and present complex, compliance-adjacent content in a way that is easy to find, easy to understand, and built to scale over time, which is the same discipline required for a regional stormwater education toolkit and supporting digital resources.

WORK COMPLETED

- Brand strategy support to clarify positioning and communication priorities
- Web design and development, responsive and user-friendly for multiple audiences
- UI and UX design focused on clarity, navigation, and content organization
- SEO-informed structure and content guidance to support discoverability
- Print and marketing collateral designed for consistent brand presentation
- Photography and video assets to support credibility and product understanding
- Motion graphics for clear, modern communication across digital channels



APPENDIX A RELEVANT WORK

WHITMAN COUNTY PUBLIC HEALTH

Propaganda Creative has a long-standing relationship with Whitman County Public Health, supporting brand and digital improvements and delivering public health communication campaigns where clarity, trust, and speed matter. Our work spans foundational updates and time sensitive outreach, helping translate complex topics into community-appropriate messaging that is easy to understand and act on.

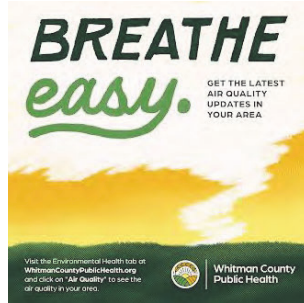
This experience is directly relevant to the Eastern Washington Stormwater Education scope because the program requires plain-language education, consistent messaging across partners, and materials that hold up under review while still reaching real residents. Our public health work shows how we build credible messaging frameworks and deploy multi-format outreach assets that support behavior change, respond to evolving priorities, and remain accessible to the communities they are meant to serve.

Work Completed:

- Campaign strategy and rollout, end-to-end development and deployment of public education campaigns across multiple topics and urgency levels
- Video and motion, video and animation assets designed to improve comprehension and engagement across digital channels
- Copywriting and messaging, clear community-appropriate content that supports credibility, understanding, and action
- Digital strategy, channel and content approach designed to connect with the public and support measurable outreach
- Website and digital experience, improvements designed around community needs and accessibility
- Brand and identity support, evolving the brand into a more approachable and community-centered presence



APPENDIX A RELEVANT WORK



WAYS TO PROTECT YOURSELF AND YOUR FAMILY FROM POOR AIR QUALITY & WILDFIRE SMOKE

Whitman County PUBLIC HEALTH

- Limit the duration and intensity of outdoor physical activity**
- Seek cleaner air elsewhere if necessary:**
If it is challenging to maintain clean air at home, consider going to a friend's place, a public space with better ventilation, or an area unaffected by pollution.
- When going outside, wear proper respiratory protection:**
Wear a well-fitted, NIOSH-approved particulate respirator, such as an N95 mask, when spending time outdoors during periods of poor air quality.
Ensure that the mask covers the nose and mouth adequately for maximum effectiveness.
- Ensure cleaner indoor air:**
Close windows and doors, especially when the outdoor air quality is compromised.
Avoid activities that contribute to indoor air pollution, such as smoking or burning candles.
Utilize air purifiers to filter indoor air. Consider using HEPA (High-Efficiency Particulate Air) filters in portable air cleaners or HVAC systems.
Optimize air conditioning settings to recirculate indoor air and prevent the intake of polluted outdoor air.

GROWING A HEALTHIER COMMUNITY.

PULLMAN: 1205 SE Pro Mail Blvd #203, Pullman, WA 99163, 509.332.6752
COLFAX: 310 N Main Street #108, Colfax, WA 99111, 509.397.6280

AIR QUALITY GUIDE

Whitman County PUBLIC HEALTH

What does the Air Quality Index measure?
Various sources such as vehicle exhaust, woodstove emissions, industrial emissions, wildfire smoke, windblown dust, and others release fine particles (PM2.5) that pose health risks.

The AQI categorizes air quality into six levels, each indicating different levels of potential health impacts:

GOOD	0-50	Air quality is satisfactory
MODERATE	51-100	Air quality is acceptable
UNHEALTHY FOR SENSITIVE GROUPS	101-150	Members of sensitive groups use caution
UNHEALTHY	151-200	Some members of the general public may suffer negative health effects
VERY UNHEALTHY	201-300	Health alert: The risk of health effects is increased for everyone
HAZARDOUS	300+	Health warning: everyone is more likely to be affected

Know the symptoms

- Headaches
- Burning Eyes
- Irregular Heartbeat
- Fatigue
- Coughing
- Chest Pain
- Wheezing and shortness of breath
- Throat and Nose Irritation

If you have asthma or other lung diseases, follow your doctor's directions about taking your medication and following your asthma management plan.

GROWING A HEALTHIER COMMUNITY.

PULLMAN: 1205 SE Pro Mail Blvd #203, Pullman, WA 99163, 509.332.6752
COLFAX: 310 N Main Street #108, Colfax, WA 99111, 509.397.6280

BREATHE EASY WITH AQI

The AQI groups air quality into six levels, each with different levels of potential health impacts.

0-50	51-100	101-150	151-200	201-300	300+
→ GOOD	MODERATE	→ UNHEALTHY FOR SENSITIVE GROUPS*	→ UNHEALTHY	→ VERY UNHEALTHY	→ HAZARDOUS

*SENSITIVE GROUPS: Individuals with respiratory conditions, cardiac conditions or a history of stroke, individuals who are children, elderly, pregnant, outdoor workers, or are homeless.

*SENSITIVE GROUPS

Individuals with respiratory conditions, cardiac conditions or a history of stroke, individuals who are children, elderly, pregnant, outdoor workers, or are homeless.

KNOW THE SYMPTOMS OF POOR AIR QUALITY

- Burning Eyes
- Headaches
- Coughing
- Fatigue
- Throat and Nose Irritation
- Wheezing
- Irregular Heartbeat
- Chest Pain

WATCH VIDEO

WATCH VIDEO

WATCH VIDEO

ANNUAL SUMMARY
SCAN HERE TO WATCH VIDEO

DRUG PREVENTION
SCAN HERE TO WATCH VIDEO

THRIVE LOCALLY
SCAN HERE TO WATCH VIDEO

Thank You.

propaganda.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 04/27/2026

		Date Rec'd	4/8/2026
		Clerk's File #	RES 2026-0027
		Cross Ref #	OPR 2025-0622
		Project #	
Submitting Dept	PLANNING SERVICES	Bid #	
Contact Name/Phone	TIRRELL BLACK X6185	Requisition #	
Contact E-Mail	TBLACK@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	PERIODIC UPDATE TO COMPREHENSIVE PLAN 2026 – ACCEPTANCE OF WA		

Agenda Wording

WA legislature has appropriated funding to cities to assist with Periodic Update to the Comprehensive Plan. This resolution allows the city to amend OPR 2025-0622 to accept an additional \$6910. in funding by April 30, 2026.

Summary (Background)

RCW 36.70A.130 mandates Periodic Update to the Comprehensive Plan in 2026. The WA legislature appropriated funds to assist cities with this work. The City of Spokane was awarded \$325,000 in funding in 2024. To accommodate the WA state budget cycles, this was broken into 3 contracts (FY 24/25, 25/26, 26/27). The first contract was for 24/25, OPR 2024-0909, October 28, 2024. The amount was \$162,500. The second contract was for FY 25/26, OPR 2025-0622, September 22, 2025 (Commerce contract 26-63114-247) amount \$105,625. At time of adoption of second contract, it was anticipated a third contract would be executed in July 2026 for the balance of the grant award. WA Legislature did not act on funding this program in the 2026 session. It is currently unknown if there will be state funds for a third contract/grant award. However, WA Commerce has a fund surplus currently and is offering a \$6,910 amount to the second contract OPR 2025-0622 if the contract amendment is completed by April 30, 2026. These funds were anticipated in the budget (1360-94175-99999-33442-20267)

What impacts would the proposal have on historically excluded communities?

The Periodic Update to the Comprehensive Plan has an improved emphasis on engaging traditionally underrepresented communities. For Housing policy, racially disparate impact analysis, a new requirement will deepen understanding on historic impacts and potential solutions.

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?

Through the environmental review Environmental Impact Statement (EIS) the city's comprehensive plan will be updated to current population forecasts. New assumptions will include analysis for impacts to climate and how this affects specific populations within Spokane. Additionally, WA Commerce provides extensive guidance on examining historic racially disparate impacts on housing. This data will help the city design comprehensive plan policies to address displacement in housing and the impacts of climate on already overburdened communities

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

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

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

Aligns with: Sustainability Action Plan 2021 - Land Use, Goal 4, Strategy 8. update the Comp Plan with "...climate goals." The Periodic Update will incorporate Climate planning policies.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 105,625
Current Year Cost	\$ 105,625
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
No match required; grant is deliverable based.	
Amount	
Budget Account	
Revenue \$ 6910	# 1360- 94175- 99999- 33442-20267
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
additional funding from Planning Consultant funds	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	BLACK, TIRRELL
Division Director	MACDONALD, STEVEN
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	smacdonald@spokanecity.org
sgardner@spokanecity.org	eking@spokanecity.org
tblack@spokanecity.org	

RESOLUTION 2026-0027

A resolution setting forth the City Council's approval and endorsement of amending Periodic Update Grant contract for the purpose of accepting additional grant funds and authorizing the execution of the applicable contract documents without further City Council action.

WHEREAS, the City of Spokane is currently engaged in a periodic update to the Comprehensive Plan as mandated by RCW 36.70A.130; and

WHEREAS, City of Spokane received a legislative appropriation "grant" from WA Commerce in 2024 in the amount of \$325,000. as part of a grant program to support the periodic update work of cities and counties; and

WHEREAS, upon award of the funds, WA Commerce determined that this grant award should be divided into two contracts; and

WHEREAS, the City accepted the first tranche of funds (half) in the amount of \$162,500 with OPR 2024-0909 (WA Commerce Contract 25-63335-147); and

WHEREAS, during the 2025 Washington legislative session, the periodic update deadline for 2026 communities was extended from June 30, 2026, to December 31, 2026 (SB 5558/Chapter 148, Laws of 2025); and

WHEREAS, with this change in the due date from June 30, 2026, to December 31, 2026, Commerce determined, due to state fiscal years, the second tranche of funding should be further divided into two contracts; and

WHEREAS, the City received the second tranche of funding in the amount of \$105,625 via contract in August 2025, OPR 2025-0622 (Commerce contract number 26-63114-247) in the amount of \$105,625, and anticipated a third tranche of funding after July 1, 2026, in the amount of \$58,875; and

WHEREAS, the City was notified on April 1, 2026, via email from the Washington Department of Commerce that the department is working to reallocate uncontracted Periodic Update Grant (PUG) funds for the state's current fiscal year (2025/2026), and further that cities over 100,000 population are eligible for \$6,910 dollars of funding, which is available via amendment of the existing grant contract (OPR 2025-0622) (Commerce Grant 26-63114-247), so long as the parties formally amend the contract by April 30, 2026; and

WHEREAS, the City has also been further notified that the anticipated third tranche of funds, estimated to be distributed in the balance of the grant amount \$58,875 for state FY 26/27 will be reduced because of the 2026 state budget reductions, and further notified that the amount that the City will receive of these remaining funds will be reduced by the \$6,910 once there is an amendment of the existing contract; and

WHEREAS, the Washington Department of Commerce will inform the City's staff of final reduction in grant award in late April 2026;

NOW, THEREFORE,

IT IS RESOLVED that the City Council authorizes the City to accept the reallocated PUG grant funds on the terms outlined by the Washington Department of Commerce; and

IT IS FURTHER RESOLVED that the administration, through the Planning & Economic Development department and any other applicable staff, to execute the appropriate contracts and related documents related to the PUG grant, without further action by the City Council, consistent with the recitals and terms of this resolution.

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

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Information Only**Date Rec'd**

4/9/2026

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

ACCOUNTING

Bid #**Contact Name/Phone**

COLE WICKER 506 625 6822

Requisition #**Contact E-Mail**

WWICKER@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE ZZAPPONE

Sponsoring at Administrators Request

NO

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

NOTIFICATION OF PARTNERSHIP FOR EPA WILDFIRE SMOKE MITIGATION

Agenda Wording

Information regarding community partnership with Northeast Community Center, West Central Community Center, and the MLK, Jr Family Outreach Center on the EPA Wildfire Smoke Mitigation Grant

Summary (Background)

This grant application requests \$1,500,000 million in capital projects and programming funds to support wildfire smoke mitigation at the three above community centers. Programming will include language surrounding the city's resilience hub framework.

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?	NO
Total Cost	\$ \$1,500,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
The project will total \$1,500,000. As a partner the city would manage the grant funds for NECC and receive approximately a percentage of the award in administration costs (estimated around \$100,000)	
<u>Amount</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
<u>Funding Source</u> Recurring	
<u>Funding Source Type</u> Grant	
Is this funding source sustainable for future years, months, etc?	
<u>Expense Occurrence</u>	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
<u>Approvals</u>	
<u>Dept Head</u>	<u>Additional Approvals</u>
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
<u>Distribution List</u>	
sneal@spokanecity.org	sbrown@spokanecity.org

Project Narrative (10 single-spaced typewritten pages, 11 point font)

City of Spokane Community Center Resilience Hub Infrastructure Project

Project Location: The project will take place at the three community centers in Spokane. The primary project applicant will be the Northeast Community Center. Grant partners will include the Martin Luther King, Jr. Community Center and West Central Community Center.

APPLICATION INFORMATION

Applicant Organization

Address

Primary Contact name, phone number, and e-mail address

UEI Name

BUDGET SUMMARY

EPA Funding Requested	Required Cost Share, if applicable	Total Project Cost
1,500,000	150,000 *Estimate*	1,700,000

Project Period: July 1, 2026 – June 30, 2029

Short Project Description: This capital improvement project will enhance a new community resilience program within the City of Spokane. The three community centers are non-profit organizations in three distinct areas of the City. As central hubs for community engagement, they have faced challenges in the wake of wildfire smoke, extreme heat, and other natural disasters. The capital improvements requested in this application will ensure these spaces can serve as essential frontlines in the City’s resilience hub framework.

SECTION I: WORKPLAN

Overall Project:

This application proposes a project strengthening community resilience hubs at three community centers, addressing both climate and community needs in socioeconomically diverse and underserved neighborhoods. The purpose of this project is to ensure these community resilience hubs can serve as reliable engagement, relief, and emergency hubs during high-smoke periods and climate-related extreme weather events, power outages, and other community disruptions. The community centers will serve as a coordination point during wildfire smoke events that impact the community and require a public space for housed residents to temporarily regroup and access support. As a part of the resilience hub network, the community centers will participate in emergency preparedness and response activities in partnership with the city and relevant community partners. This includes building and maintaining the community center’s capacity to function as a resource hub and to provide temporary refuge and basic support services during events such as wildfires, extreme weather, power outages, and similar emergencies.

At this stage of the project, our community centers are ready to move towards construction. In early 2026, all three community centers completed grant-funded energy audits. These comprehensive studies identified areas in each building that are out of compliance with Washington State’s Clean Energy Act. These findings highlighted weaknesses in the structures, that when remedied, will directly curb wildfire smoke impacts in the spaces.

As we update our community centers, the City of Spokane is developing its Resilience Hub network. Our hope is that our updated facilities will ensure our spaces meet community needs during wildfire events. The resilience hub framework encourages partnerships with the City of Spokane and its community centers. As such, we are aware of a concurrent application from The Lands Council and Gonzaga University in the City. While this application is entirely separate from their request, their resources and

framework could be expanded to our community centers in the future. It is the hope that successful retrofitting on site, along with successful implementation of their projects, could lead to an expansion of the partnership soon.

Wildfire Smoke Impacts

Since 2015, the western part of the United States has regularly experienced extensive and damaging wildfire seasons. In Washington State, it has become common to refer to “smoke season.” From 2000-2014, Spokane County experienced an annual average of 2.6 days of unhealthy air (Unhealthy for Sensitive Groups or worse air quality). Since 2015 (2015-2023), that average has increased more than 230% to 8.7 days. Over the past decade, wildfire smoke has become a persistent and worsening public health threat across Spokane and the broader Inland Northwest. Research further demonstrates that wildfire smoke exposure across Washington State and the western United States has increased substantially in recent years. One analysis found that climate change alone accounted for approximately 58% of the increase in smoke-related PM2.5, the pollutant most closely linked to respiratory and cardiovascular harm, exposure between 2010 and 2020, reflecting the growing scale and intensity of wildfire activity affecting nearby communities such as Spokane. These trends indicate that wildfire smoke is no longer an episodic hazard but an escalating seasonal risk, particularly for older adults and individuals with underlying health conditions. Public health agencies report that regional wildfires routinely impact summer and early fall air quality, including smoke transported from fires hundreds of miles away.

The risks of wildfire smoke are compounded by strong evidence that climate change is bringing more and bigger wildfires to Washington State and the greater western United States. In addition to wildfires and extreme heat, Spokane experiences other extreme weather events including severe windstorms and extreme cold and ice storms.

Wildfire smoke is an increasing and recurring hazard in Spokane, posing significant health risks to older adults, particularly those with respiratory or cardiovascular conditions. Many neighborhoods currently lack access to reliable facilities that can provide essential resources during emergencies, including climate information, clean air, heat or cooling, and power for critical services. By upgrading these community centers, the project ensures that critical community facilities remain operational and accessible during grid disruptions or other climate-based emergencies. During smoke events, residents are often advised to remain indoors; however, many seniors lack effective ways to filter indoor air and reduce exposure to harmful particulate matter.

Population Served and Community Engagement

The City of Spokane has encouraged a resilience hub model that coordinates community-wide support during emergencies. The three community centers within this application serve as front-line resources during emergency events, including hazardous smoke events. Finally, the resilience hub model has broader regional economic value. By improving preparedness and reducing reliance on emergency response systems, these hubs can decrease public expenditures during disasters, lower healthcare costs associated with smoke and heat exposure and strengthen community stability. Spokane’s serves as a model for the Inland Northwest, demonstrating how equitable clean energy investments can reduce emissions, lower household costs, and provide safe, reliable services for a socioeconomically diverse population.

Northeast Community Center (Lead Applicant)

NECC offers expansive wraparound services. In 2025, 9 agency partners had a combined 156,466 units of service. Partners include Akin, Hillyard Senior Center, Manzanita House, MultiCare Behavioral Health Clinic, Northeast Child Development Center – Head Start, Northeast Support Team, SNAP, Unify

Community Health (dental, pharmacy, primary and specialty care) and WIC. NECC is not just a meeting space, but an essential pillar of the Northeast Spokane Community. In addition to our agency partners, the facility serves as a central meeting hub for Northeast Spokane. NECC had 2196 free hours for neighborhood connection activities including Neighborhood council meetings and Resident Steering Committee meetings in 2025. The center tailors programming to meet our community needs. We also provided 208,192 free hours of youth programming and 55,028 free hours of adult programming. Examples include parenting classes, pre-employment courses, and financial coaching.

Martin Luther King, Jr Family Outreach Center (Partner)

The Martin Luther King, Jr. Family Outreach Center exists to improve the quality of life for children, youth and families in Spokane through an array of culturally responsive educational and social services within the framework of Dr. King's vision of equal respect, treatment and accessibility for all people. Programming has focused on providing recreation, education and cultural programs for low-income children and youth. Later, the Center expanded its scope of programming, adding integrated services to provide support for children and families within the context of honoring cultural diversity and fostering community relationships. The Center is a regionally recognized organization providing comprehensive education, social services and cultural enrichment programs for children and families. The Center continues to pave the way for a more equitable future by encouraging families to take responsibility for their success, preparing children to succeed in school and life, providing leadership opportunities for youth, celebrating cultural diversity in Spokane, and fostering meaningful connections between community members from all walks of life. The Martin Luther King Jr. Family Outreach Center is a non-profit, community-based social service center located in East Central Spokane, one of the most ethnically diverse neighborhoods in Spokane County. This grant proposal will fund the installation of a new roof insulation.

West Central Community Center (Partner)

The West Central Community Center has served for nearly 50 years as a hub for three vibrant neighborhoods in West Spokane. West Central offers expansive services including youth programming, life skills and community inclusion services, WIC appointments, head start, Asante Health Primary Care and enrichment services. Our space has often welcomed displaced individuals and families during emergencies such as fires, windstorms and ice storms. In recent years we experienced fire and wind emergencies that saw nearly 200 people with kids (and pets) come to the Center for shelter, food, internet access, a place to sleep and for information. In one instance, staff was able to provide batteries for hearing aids for an elderly woman displaced with her dog. Our neighborhood partners join us in ensuring that people in need, facing fear and loss, are met with compassion and accommodation.

Approach to Measure Project Effectiveness

Our approach to project effectiveness will examine rates of usage, and technical evaluations. During periods of increased wildfire smoke activity, we will record visitor usage rates and compare that to our average daily user experience. Additionally, for wrap around services we will monitor and record their disruptions to programs. Our findings during the project period will inform the success of our building modifications.

We will also monitor air quality outside and inside our respective buildings. This will our facilities are meeting the expected reduction in wildfire smoke impact on site.

Multi-hazard approach and sustainability

These retrofits to our buildings will curb multiple hazards, including human challenges and energy consumption. Our community centers serve individuals from many age and socio-economic backgrounds.

Many do not have access to air conditioning or high-quality filtration options during wildfire smoke and extreme heat events. Renovating our spaces will ensure that individuals who must leave their homes during these events have access to clean and safe air. These retrofits will also curb energy consumption in these spaces.

Section II: Environmental Results

Expected outputs and outcomes

We expect the energy retrofits will directly improve air quality and environmental resilience at our community centers. This will include the following measurable outputs:

- Square footage of renovated space that meet higher wildfire smoke mitigation standards
- Square footage of community centers with improved indoor air ventilation during wildfire smoke events.
- Number of users during wildfire smoke periods. Will be compared to average visitor usage.

We expect these outputs to benefit our communities and strive for these additional and measurable outcomes:

- Increase building and staff readiness at our three partner community centers during wildfire smoke events
- Reduce user's exposure to wildfire smoke during extreme events
- Increase community education about

Performance Measures

Timeline: *Note the project has a 3-year expected timeframe*

Bidding
Procurement
Installation
Reports

Section III: Programmatic Capability and Environmental Results Past Performance

Wildfire Smoke Preparedness Grant

Organizational Experience: Describe the applicant's organizational experience and plan for timely and successfully achieving the objectives of the proposed project.

Executive Summary: Northeast Community Center (NECC)

The Northeast Community Center (NECC) is a community-driven nonprofit serving northeast Spokane since 1982. Located in the heart of the Bemis neighborhood, NECC functions as a vital hub for integrated services, community engagement, and cross-sector collaboration. Its mission is to empower individuals and families and strengthen neighborhoods by creating an environment for families to thrive.

NECC serves a diverse and historically underserved population across northeast Spokane neighborhoods, including Hillyard, Bemiss, Logan, Chief Garry Park, Nevada Heights, Whitman, Shiloh Hills, Minnehaha, and Riverside. Many residents in these communities face persistent barriers related to poverty, housing instability, limited access to healthcare, and educational inequities. NECC is uniquely positioned to address these challenges through a place-based, relationship-centered approach that prioritizes accessibility, trust, and cultural responsiveness.

At the heart of NECC's model is a shared, collaborative approach to serving the community in one space. The center houses approximately ten partner organizations, providing residents with streamlined access to critical services such as medical and dental care, behavioral health support, early childhood

education, and family services. This integrated model reduces barriers to care, increases service utilization, and improves outcomes by meeting individuals and families where they are.

NECC also serves as the backbone organization for The ZONE, a nationally recognized collective impact initiative engaging more than 200 partners to improve outcomes for children and families. Through coordinated strategies in youth development, education, housing stability, workforce readiness, and social-emotional well-being, The ZONE addresses barriers and aligns community resources for maximum impact.

In addition to its collaborative initiatives, NECC delivers direct programming that strengthens protective factors and builds community resilience. These include afterschool and summer programming, economic mobility program, family nights, summer resource fairs, and food access initiatives like the Hillyard Community Campus Zilch Distributions. The center also provides critical space for community gatherings, events, and partner programming, reinforcing its role as a neighborhood anchor institution.

NECC's work is grounded in partnership, and long-term systems change. By integrating services, leveraging community voice, and fostering strong cross-sector collaboration, NECC not only addresses immediate needs but also drives sustainable improvements in health, education, and economic stability for northeast Spokane residents.

Investment in NECC strengthens a proven, community-centered model that delivers measurable impact and builds a more equitable future for families and neighborhoods across northeast Spokane.

Agency Partners of the Northeast Community Center include Akin, Hillyard Senior Center, Manzanita House, MultiCare Behavioral Health Clinic, Northeast Child Development Center- Head Start, Northeast Support Team (NEST Coalition), SNAP, Unify Community Health, and WIC.

Organizational Experience:

NECC is level 1 (L1) resilience hub certified by Gonzaga University Institute for Climate, Water, and the Environment. Our location and building make us prepared and ready to host the community during periods of high levels of wildfire smoke and other extreme weather conditions.

We have an experienced executive team that has overseen the building of a behavioral clinic, onsite coffee shop, duplex.

Onsite Resources:

- Masks, clean water, filters, **portable air filters?**
- Qualified and trained NECC team members
- Communication plan: PA system and handheld radios
- Safety Plan: we have an automatic locking system
- Fire and Lockdown Safety Protocols
- Air quality monitoring system

Staff Expertise: Describe the staff’s knowledge, expertise, qualifications, and resources and/or the ability to obtain them, to successfully achieve the proposed project’s goals. Biographical sketches, including resumes or curriculum vitae for key staff, managers and any other key personnel can be included as an optional project team biography attachment and does not count towards the 10-page limit of the project narrative.

We have an experienced team to carry out all the project goals.

Troy Vonasek – Facilities manager – experience added below and resume attached

Heather McKenzie WaitE – Director of Operations **add experience and attach resume**

Greg Forsythe – Custodial Manager **add experience**

Troy Vonasek Experience

Troy brings more than 30 years of experience in the HVAC and energy services industry, beginning his career in 1993 installing both forced air and hydronic systems. He later expanded into HVAC contracting, sales, and system design, where he integrated weatherization and building envelope improvements with a strong emphasis on energy savings and energy management.

In 2010, Troy became a certified Energy Auditor through the WSU Extension Energy Program, allowing him to provide comprehensive energy assessments, including ROI analyses and guidance on affordable financing options for home energy upgrades. His expertise evolved further in 2014 when he returned to Mechanical, Electrical, and Plumbing (MEP) projects as a foreman with Local 55 Sheet Metal Workers, and quickly advanced to Site Superintendent roles overseeing large-scale public works projects, including schools and hospitals, for Energy Service Contractors.

Troy holds multiple certifications and licenses, including 06A Electrical, EPA Refrigerant Handling, City of Spokane Gas Mechanics, and Building Performance Institute (BPI) Building Analyst. He also maintains advanced HVAC industry certifications in service management, VRF/VRV systems, and standalone controls across multiple major manufacturers.

Section IV – Budget

Line Item and Itemized Cost	EPA Funding	Required Cost Share
PERSONNEL:		
Project Supervisor		
Facilities Manager (3 staff members at each respective community center. \$X.XX/hr. Expected X percentage of labor from July 2026-December 2027)		
Administrative Support		
TOTAL PERSONNEL	ESTIMATE	
Fringe Benefits	(100,000)	
38% of Personnel. Includes leave, insurance, taxes, retirement		

TRAVEL		
Total Travel	0	\$0
EQUIPMENT		
1 Air Handler HVAC Replacement at West Central Community Center	\$220,000	\$0
8 VAV Box replacement. Includes installation of new ductwork, furnaces, A/C unit at Northeast Community Center	\$388,000	\$0
Roof Replacement for addition at East Central Community Center	\$750,000	
Total Equipment	\$1,160,000	\$0
SUPPLIES		
Total Supplies		
CONTRACTUAL		
City of Spokane Administration?	\$100,000	
Total Contractual		
OTHER		
Total Other		
INDIRECT COSTS		
Federal Indirect Cost Rate (20% X Personnel)		
Total Indirect		
Total EPA Funding		
Total Required Cost Share (at least 10%)		
Total Project Cost	Estimate 1,500,000	

Reasonableness of Costs

Equipment Description:

Northeast Community Center – Replace furnaces, A/C's and VAV Boxes: This project would replace eight VAV boxes and pneumatic controls from the same. This installation will include new ductwork, insulation, replacement of new fan coils for the A/C, and permits.

West Central Community Center - Replace Auditorium Air Handler: This measure would replace the aged air handler, return fan, duct furnace, and remote condensing unit serving the auditorium of the community center with a new set of components or a single indoor unit paired with a replacement remote condenser. The existing AHU system is original to the building and has reached the end of its useful life; as example, the existing return fan vibrates and groans when operating on a failed bearing. The condensing unit that serves this air handler was installed in 2003 and is approaching the end of its useful life and is due for replacement as repairs are currently required and to be demanded more frequently due to its age and use. In addition, this air handling unit system is not capable of operating with high efficiency filters needed to maintain an elevated indoor air quality standard or support effective smoke management in the space served. Replacement of this system will reduce energy use for HVAC systems, will restore the useful life of the component, and increase the quality of the indoor environment by providing a more serviceable and efficient replacement unit with a unit designed filter smoke particulate and dust (PM2.5) out of the supply air served. Because the air handler is located in an attic level mechanical room only accessible through a set of pull-down attic stairs, this measure proposes replacing the existing set of components with a single indoor unit in a relocated location to avoid significant structural or architectural modifications to the building. Along with a replaced air handling unit, the

associated condensing unit and refrigerant piping would be replaced in kind. The entire system would also be configured to manage space temperature of the auditorium area through the building's control system.

Staff Time:

The project will be managed by the Northeast Community Center. Facilities support at Northeast Community Center, West Central Community Center, and the East Central Community Center will be supported by facilities staff at each respective site. Facilities teams will oversee the installation on site. Project supervisor and administrative support will ensure the project meets required reporting compliance necessary for successful completion before the end of the grant period.

Timely Expenditure of Grant Funds

DRAFT

APPENDIX

Project Team Biographies

Quote for Northeast Community Center

Quote for West Central Community Center

Quote for East Central Community Center

Letter of Support from City of Spokane, Facilities Director

DRAFT

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Discussion**Date Rec'd**

4/9/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 05/04/2026**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

PAUL DILLON 625-6254

Requisition #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE SDIXIT

Sponsoring at Administrators Request

NO

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

ORDINANCE ESTABLISHING RIGHT TO COOLING

Agenda Wording

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

Summary (Background)

Cooling devices are becoming an essential element of habitability. This ordinance is to ensure that renters have access to cooling devices, and requires that all rentals have adequate cooling by the year 2031. According to the memorandum "Spokane Climate Impacts and Climate Justice," average annual temperatures in Spokane have increased by 2°F since 1950 and peak August temperatures have risen 3.5°F since 1979, and summer temperatures are projected to increase by another 3.6°F by 2049. According to the 2023 report "In the Hot Seat" by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021. Extreme heat can cause illness and death. The 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County. Extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined. According to Spokane's "Climate Risk and Vulnerability Assessment" the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat. In addition, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents. This ordinance is intended to establishing performance-based cooling requirements to ensure that all landlords operate under fair and consistent habitability standards. Currently state law requires a residential landlord to "keep the premises fit for human habitation," and also requires a residential landlord to "provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant." Just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly

be treated as an essential service to maintain habitability in the summer months. This ordinance amends the current provisions requiring landlords to allow cooling devices in certain instances, and replaces them with provisions that require landlords to allow portable cooling devices to ensure an ambient temperature at 80 degrees or lower, and requires landlord install and maintain cooling mechanisms for all residential units by the year 2031. This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

What impacts would the proposal have on historically excluded communities?

See separate Equity Assessment

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?

See separate Equity Assessment

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

See separate Equity Assessment

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 ordinance expands existing tenant protections relating to cooling in SMC 10.57.170.

Council Subcommittee Review

The Climate Resilience and Sustainability Board (CRSB) has reviewed the ordinance and unanimously recommended its passage.

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

See separate fiscal analysis

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	

ORDINANCE NO _____

An Ordinance creating a condition of habitability for residential tenants and requiring that cooling be provided by January 1, 2031; amending section 10.57.140, enacting a new section 10.57.175 of Chapter 10.57 and repealing Section 10.57.170 of the Spokane Municipal Code.

WHEREAS, according to the memorandum “Spokane Climate Impacts and Climate Justice,” average annual temperatures in Spokane have increased by 2°F since 1950 and peak August temperatures have risen 3.5°F since 1979; and

WHEREAS, according to the same memorandum, summer temperatures are projected to increase by another 3.6°F by 2049; and

WHEREAS, according to the 2023 report “In the Hot Seat” by the University of Washington Climate Impacts Group, Washington state is expected to see an increase in extreme heat days, a projected average of 20-30 extreme heat days annually by the 2050s compared to the average of three extreme heat days per year between 1971 and 2021; and

WHEREAS, extreme heat can cause illness and death; and

WHEREAS, the 2021 Northwest Heat Dome resulted in at least 19 heat-related deaths and over 300 people seeking medical treatment for heat related illness in Spokane County; and

WHEREAS, extreme heat is the number one weather-related cause of death in the U.S., killing more people most years than hurricanes, floods, and tornadoes combined; and

WHEREAS, poor outdoor air quality due to wildfire smoke often prevents residents from safely opening windows for cooling, making indoor cooling essential to maintaining the health and safety of Spokane residents; and

WHEREAS, establishing performance-based cooling requirements ensures that all landlords operate under fair and consistent habitability standards; and

WHEREAS, according to Spokane’s “Climate Risk and Vulnerability Assessment” the elderly and youth are particularly vulnerable to health impacts resulting from extreme heat; and

WHEREAS, RCW 59.18.060 requires a residential landlord to “keep the premises fit for human habitation”; and

WHEREAS, RCW 59.18.060 also requires that a residential landlord “provide facilities adequate to supply heat and water and hot water as reasonably required by the tenant”; and

WHEREAS, just as heating is an essential service to maintain habitability in the winter months, our changing climate now requires that cooling similarly be treated as an essential service to maintain habitability in the summer months.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Chapter 10.57.140 is amended to read as follows:

Section 10.57.140 Private Right of Action

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.
- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, 10.57.130, 10.57.160, 10.57.175, or 10.57.180. and such failure was not caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 2. Chapter 10.57.170 entitled “Portable Cooling Devices” is repealed.

Section 3. There is enacted a new section 10.57.175 of the Spokane Municipal Code to read as follows:

Section 10.57.175 Cooling and Tenancy Habitability

- A. The definitions in section 10.57.005 apply to the terms in this section unless a different meaning is provided. In addition, for purposes of this section, the following terms are defined:
 - 1. “Cooling” means the use of passive cooling or mechanical cooling to maintain an indoor temperature in each bedroom of the dwelling that does not exceed 80 degrees Fahrenheit.

2. "Indoor temperature" means the ambient temperature of indoor bedroom spaces as measured at a point three feet from above the floor and two feet from exterior walls.
 3. "Passive cooling" means the use of building design or nature-based solutions that prevent heat from entering a building and remove existing heat through methods such as shading, ventilation, insulation, building orientation, and material reflectivity.
 4. "Mechanical cooling" means the use of devices such as central air conditioning, an air-source or ground-source heat pump, or a portable air conditioning device.
 5. "Portable cooling device" means an air conditioner or evaporative cooler, including a device mounted in a window or that is designed to sit on the floor, but not including a device whose installation or use requires alteration to the dwelling unit.
- B. A landlord may not prohibit or restrict a tenant from installing or using a portable cooling device of the tenant's choosing, unless:
1. The dwelling already has a permanently installed and fully operational heat pump that can maintain adequate cooling in each bedroom of the dwelling unit, or
 2. The installation or use of the device would:
 - a. Violate building codes or state or federal law; or
 - b. Violate the device manufacturer's written safety guidelines for the device; or
 - c. Significantly damage the premises beyond the normal wear and tear or render the premises uninhabitable; or
 - d. If the device would be installed in a window, and:
 - i. The window is a necessary egress from the dwelling unit; or
 - ii. The device would interfere with the tenant's ability to lock a window that is accessible from outside; or
 - iii. The device requires the use of brackets or other hardware that would damage or void the warranty of the window or frame, puncture the envelope of the building or otherwise cause significant damages; or
 - iv. The restrictions require that the device be adequately drained to prevent damage to the dwelling unit or building; or
 - v. The restrictions require that the device be installed in a manner that prevents risk of falling; or

- vi. An electrical supply/source would be necessary to power the device that cannot be accommodated by the existing power service to the building, dwelling unit, or circuit.
 - e. In addition to the requirements in subsection (B)(2) of this section, the landlord may also require that the portable cooling device be:
 - I. Installed or removed by the landlord or landlord's agent; or
 - II. Subject to inspection or servicing by the landlord or landlord's agent. A landlord must provide at least 48 hours' notice prior to any inspection
 - f. A landlord is not liable for any interruption in electrical service resulting from the installation of a portable cooling device installed by a tenant, including interruptions caused by an electrical supply's inability to accommodate use of a portable cooling device
- C. Effective January 1, 2031, every dwelling unit governed by this chapter shall have adequate cooling in each bedroom of the dwelling unit. A dwelling unit without adequate cooling shall be deemed uninhabitable.
- D. Effective January 1, 2031, if, a dwelling or bedroom is inhabitable under this section, a tenant may provide a written notice of the defect given to the landlord pursuant to RCW 59.18.070. For purposes of this section, a lack of adequate cooling shall constitute a defective condition that is imminently hazardous to life under RCW 59.18.070(1). If, after receipt of written notice and expiration of the applicable period of time set forth in RCW 59.18.070(1), the landlord fails to remedy the defective condition, the tenant may
 - 1. Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case the tenant shall be (a) discharged from payment of rent for any period following the termination date, and (b) entitled to a pro rata refund of any prepaid rent, and (c) shall receive a full and specific statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW 59.18.280; and
 - 2. May pursue any other remedies set forth in this chapter or state law; and
 - 3. May install a cooling device(s) and deduct the cost from their normal rent through the process outlined in RCW 59.18.100.
- E. After the effective date of this ordinance, and notwithstanding the provisions of subsection B(2)(a)–(e), a tenant may install and deduct the cost of portable cooling devices from normal rent if their dwelling unit reaches an ambient indoor temperature at or exceeding 80 degrees Fahrenheit, and the tenant provides 24 hours of notice.

- F. A landlord of any dwelling for which building permits for its construction were issued on or after January 1, 2027, shall provide cooling via adequate cooling methods or facilities that:
1. Provide cooling in each bedroom of the dwelling unit;
 2. Conform to applicable law at the time of installation and are maintained in good working order; and
 3. May include central air conditioning, an air-source or ground-source heat pump, passive cooling design and techniques, a portable air conditioning device capable of filtering PM2.5 smoke particles that is provided by the landlord or other devices or methods that can maintain a temperature that does not exceed 80 degrees Fahrenheit.
- I. A landlord is immune from liability for any claim for damages, injury or death caused by a portable cooling device installed by the tenant.
- J. A landlord who must limit or restrict the installation of portable cooling devices for a building shall prioritize allowing the use of devices for individuals who require a device to accommodate a disability.
- K. All new leases, or any renewal of an existing lease, signed after the effective date of this ordinance shall be accompanied by a separate and prominent notice to tenants of their rights, responsibilities, and restrictions related to installation and operation of a portable cooling device.
- L. Nothing in this ordinance shall be construed to limit the responsibilities of landlords to provide reasonable accommodations under existing state and federal law.
- M. Inspections of residential rental property will include inspection to ensure adequate cooling is provided. A landlord that fails to comply with the provision of cooling consistent with this chapter may be denied licensure consistent with SMC 10.57.020.
- N. The City of Spokane may partner with energy providers, other regional partners, and state regulators to offer incentives or rebates for property owners who make energy-efficient improvements such as insulation, ventilating, air conditioning, weatherization, or heat pump installations, operations, and maintenance, on the condition that cost savings are shared with tenants.
- O. The City of Spokane may encourage the development of heat mitigating roofs and other passive cooling site and building features by exploring code updates and incentives in Downtown and other high intensity areas of the city to reduce energy use and improve resilience.

Section 4. 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 5. 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

Spokane City Counsel Equity Assessment- Cooling Ordinance

1. What is the primary goal of the policy or project and/or the challenge you are attempting to address?

The goal of the proposed ordinance is to protect renters from extreme heat in their homes by requiring landlords to ensure habitable living temperatures, not exceeding 80 degrees Fahrenheit in bedrooms. Extreme heat in Spokane has led to numerous heat-related deaths and illnesses. This ordinance will enforce basic habitability and protect tenants, ensuring that their homes are safe.

2. Are there potential unintended consequences among populations like BIPOC, low-income, youth, people with disabilities, and renter households?

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from the protections of this proposed ordinance. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. Research shows that the vast majority of people, approximately 80%, shelter in place at home during extreme heat ([Gonzaga Climate Institute, 2025](#)). For those without cooling, shelter in place can be dangerous during extreme heat events as residents will be stuck in an uninhabitably hot space. By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

3. What current inequities might this policy or project address? (consider all including race, gender, people with disabilities, geography, and income)

All people deserve living in conditions of basic habitability. Because cooling systems have not historically been required for a residence to be considered habitable, the burden of inadequate indoor temperatures has fallen disproportionately on those with little ability to address it themselves. Low-income renters are least likely to be able to afford their own cooling equipment, least likely to have the leverage to negotiate habitability improvements with landlords, and most likely to live in older housing that lacks adequate cooling infrastructure. Communities of color are disproportionately represented among Spokane's renter population and are statistically more likely to live in lower-quality housing with inadequate climate control. This ordinance would raise the livability standards for all Spokane renters, while delivering the greatest benefit to those who have historically been most exposed to risk, and least able to remedy the situation themselves.

4. Based on the data you have gathered and reviewed how might the policy or project impact disparities be affected? Will they improve or worsen? (Share data being used,

disaggregate by race/ethnicity, gender, people with disabilities, income, and age. Include geography)

This ordinance will positively impact disparities in home cooling availability. Currently, rental homes, and especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. This ordinance will close the gap by requiring landlords ensure temperatures are not higher than 80 degrees Fahrenheit in bedrooms.

a. Race/Ethnicity - Reduced Disparity

In Spokane, there is a statistically significant positive correlation between urban heat intensity and the percentage of residents who are non-white, Indigenous, or Black (r values between 0.5 and 0.6, $p < 0.0001$). In contrast, there is a significant negative correlation between urban heat intensity and the percentage of residents identifying as white ($r = -0.6$, $p < 0.0001$) ([Henning et al., 2023](#)). The proposed ordinance would reduce race-based disparities in heat risk by strengthening in-home cooling protections in rental units within disproportionately exposed neighborhoods.

b. Gender - Disparity Neutral

There is limited information on gender disparate effects in cases of extreme heat. It is worth noting that during the 2021 Washington heat wave, between June 26 and August 30, 2021, statewide heat-related deaths were 61% male and 39% female out of 157 total deaths ([Washington State Department of Health, 2021](#)). The proposed policy will have a positive, equitable impact regardless of gender.

c. People with Disabilities - Reduce Disparity

This ordinance would benefit people with disabilities, specifically those with mobility impairments. It is estimated that one in seven Washington State residents, or 14%, live with a disability ([Washington State Division of Vocational Rehabilitation, 2017](#)). Following the 2021 extreme heat event, Spokane County's Medical Examiner's Office stated, "Many of the deceased had underlying health conditions which made them more susceptible to heat stress. Some also had cognitive impairment or mobility problems that limited their ability to remove themselves from the dangerously hot environment" ([Spokane County Medical Examiner's Office, 2021](#)).

The prevalence of asthma and respiratory disease, which are significant risk factors during extreme heat events, has also been increasing. In 2020, an estimated 15% of adults in Washington reported being diagnosed with asthma, up from about 12% of the adult population two decades prior ([UW Climate Impacts Group, 2023](#)).

Renters with disabilities are limited by coping capacity in cases of extreme heat. Ensuring that bedroom temperatures reach no higher than a maximum of 80 degrees Fahrenheit would have a positive impact on people with disabilities by providing consistent and accessible protection from extreme heat. The proposed policy will have a positive impact for all persons regardless of disability.

d. Income - Reduce Disparity

There is a significantly strong positive correlation between urban heat and the percentage of the population living at or beneath the poverty line in Spokane ($r=0.7$, $p<0.0001$) ([Henning et al., 2023](#)). Data from King, Pierce, and Snohomish counties elaborates, stating approximately 66% of households earning \$50,000 or less do not have air conditioning. In those same counties, about 71% of rented homes lack installed AC systems ([UW Climate Impacts Group, 2023](#)).

These figures indicate that lower-income renters are substantially less likely to have in-home cooling locally and regionally. Rental homes, especially older rental properties, disproportionately lack cooling as landlords have not been required to provide it. By establishing enforceable indoor temperature standards in rental housing, the proposed ordinance reduces income-based disparities in heat exposure and strengthens protections for cost-burdened renters.

e. Age - Reduce Disparity

While 16.7% of Washington state's population was 65 and older in 2020, that number is projected to grow to 21.7% by 2040, exceeding 2 million vulnerable older Washingtonians. Older adults are inherently more vulnerable to extreme heat, and as this population grows, there will be more people directly impacted by a lack of cooling ([Washington State Department of Health, 2021](#)).

Additionally, 64% of residents are unlikely to check on neighbors during extreme heat events ([Gonzaga Climate Institute, 2025](#)). While this is true across all Spokane residents, it is especially concerning for older adults who may need additional assistance during extreme heat events. Adequate cooling in rental properties will ensure safer conditions for elderly Washingtonians.

5. Identify systems that can be impacted directly or indirectly. (internal, external)

Systems that may be impacted include Code Enforcement, as well as housing and landlord groups.

a. Internal (departments, divisions, offices, other government organizations)

Spokane Code Enforcement will be impacted as Code Enforcement will integrate cooling compliance into habitability review of rental units.

b. External

N/A

Engagement

6. Are you collaborating with individuals and communities most impacted – particularly Black, Indigenous People of Color – in the Policy or Project planning process? If not, why not?

In developing this ordinance, many different community advocates were engaged, including the Gonzaga Climate Institute, the Spokane Low Income Housing Consortium, the Spokane Housing Authority, the Tenants Union of Washington State, the King County Bar Association, the Northwest Justice Project, the Community Building Foundation, Spokane Neighborhood Action Partners, Growing Neighbors, and the Spokane Community Organized Response Network, among others. These groups consist of a diverse array of community members that will be directly impacted by the proposed ordinance.

7. What is your plan to include community members to ensure meaningful input from the planning phase through implementation and performance monitoring?

We plan to continue our collaboration with the Gonzaga Climate Institute, which plans to maintain contact with the groups named above to consider any input or concerns as they arise. Additionally, the Climate Institute is prepared to support the implementation of this ordinance by providing literature regarding landlord and tenant rights to landlords and tenants, as well as being available for consult with any other issues that might arise under the implementation of the proposed ordinance.

Evaluating and Improving

8. Based on the answers above, what specific changes need to be made to the proposal to achieve your goal and avoid the continuation of racial and other disparities (Ex. Partnering with and/or investing in groups representing communities most impacted by the proposed initiative.)

N/A

9. What performance measures will you use to evaluate the proposal's impact following implementation, including the impact on racial and ethnic disparities? Qualitative and quantitative measures are encouraged.

After the five-year compliance period, the performance measure will be simply whether or not rental homes capable of maintaining temperatures at or below 80 degrees Fahrenheit in bedrooms during the summer months and extreme heat events. This can be reported and monitored both by tenants and by code enforcement during annual inspections.

10. Have you identified milestones that you will use to ensure ongoing review and periodic adjustments?

The proposed ordinance allows a five-year compliance period through January 1, 2031. This window was intentionally designed to give landlords adequate time to plan and budget for cooling upgrades. The ordinance is technologically neutral and allows landlords various options to ensure minimum temperature standards. Many portable cooling units are available commercially for less than \$200, a lower payment than most security deposits. Thus, the 2031 deadline should be achievable by the vast majority of rental properties, and this date will mark the primary milestone.

Upon passage, renters will be authorized to install their own cooling devices to protect against extreme heat and deduct the cost from their rent, subject to some exceptions.

After the 2031 compliance deadline, all rental units without adequate cooling will be deemed uninhabitable under Spokane standards and thus be subject to the full consequences of that label. City Code Enforcement will assume ongoing monitoring responsibility, treating cooling complaints with the same seriousness as any other habitability violation.

Barriers to improve policy or program

11. What limitations might complicate this proposal and what is the plan to address them? Are there recommendations for additional policy changes or programs?

By way of ordinance implementation, landlord compliance is a concern. Not all landlords will bring their units into compliance by the 2031 deadline. Code enforcement and reporting of uninhabitable residences by affected tenants will bring non-compliant landlords to the attention of the City. However, the ordinance's built-in tenant enforcement mechanisms distribute compliance accountability, rather than solely relying upon City enforcement.

12. Are there recommendations for additional policy changes or programs?

N/A

Fiscal Note- Cooling Ordinance

1. BILL SUMMARY

Legislation Title: AN ORDINANCE making cooling a condition of habitability for residential tenants by January 1, 2031; amending Chapter 10.57 of Title 10 of the Spokane Municipal Code, Section 10.57.170 Portable Cooling Devices.

Summary and Background of the Legislation:

Extreme heat is a serious concern for the Spokane community, as a mass-casualty emergency in Washington and is the top weather-related cause of death in the U.S. The 2021 Northwest Heat Dome highlighted this danger, causing 19 heat-related deaths and over 300 to people to seek medical treated for heat-related illness in Spokane County. Patterns of increased heat will cause increasingly frequent and severe extreme heat events in the future, which will only exacerbate this risk.

Extreme heat poses a particular threat to individuals who lack access to cool spaces to recover, including those whose homes lack air conditioning or other cooling devices.

In 2024, The City of Spokane passed Section 10.57.170 on Portable Cooling Devices which prohibited landlords from restricting tenants from installing portable cooling devices, unless it would violate certain exceptions.

This ordinance will repeal and expand Section 10.57.170. It will expand the habitability standard for dwellings, and require landlords to ensure that dwellings are capable of maintaining temperatures no higher than 80 degrees Fahrenheit during the summer and periods of extreme heat. It will additionally prevent landlords from restricting tenants from installing their own portable cooling devices, unless doing such would violate certain exceptions.

2. CAPTIAL IMPROVEMENT PROGRAM

Does this Legislation create, fund, or amend a CIP Project? **No.**

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the adopted budget? **No.**

Does the legislation have other financial impacts to The City of Spokane that are not reflected in the above, including direct or indirect, short-term, or long-term costs?

Estimated costs are minimally associated with existing monitoring and enforcement policies. Code enforcement staffing, inspection capacity, administrative overhead, and

any technology or systems needed to track compliance will be utilized through already existing channels.

The primary financial burden of this ordinance falls on the private sector, specifically landlords, rather than the City, an intentional design feature of the legislation.

Longterm effects of failure to implement the proposed ordinance would include possible strains on the health system due to increased 911 calls, hospital transports, emergency department visits, and hospital admissions in periods of extreme heat. ([UW Climate Impacts Group, 2023](#)). Impacts of extreme heat include increased illness and death, resulting healthcare costs, and productivity and wage losses. (*Id.*) As a whole, the United States stands to lose \$100 billion annually from lost labor productivity during periods of extreme heat, a number that is expected to double by 2030. (*Id.*) Spokane is no different and will face proportional losses during periods of extreme heat absent intervention.

Are there financial costs or other impacts of not implementing the legislation?

No there are not.

a. Appropriations

This legislation does not add, change, or delete any existing appropriations.

b. Revenues/Reimbursements

This legislation does not add, change, or delete any revenues or reimbursements.

c. Positions

This legislation does not add, change, or delete positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

This ordinance would likely originate from the City's code enforcement or housing division.

b. Is a public hearing required for this legislation?

Yes, a public hearing will be scheduled as part of the City Council's legislative process.

c. Does this legislation affect a piece of property?

This legislation affects properties within Spokane, but not one specific property.

d. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**

This ordinance carries significant positive implications for the principles of the Race and Social Justice Initiative. Extreme heat disproportionately impacts low-income renters, communities of color, elderly residents, people with disabilities, and other historically disadvantaged groups who are less likely to have access to adequate cooling in their homes and are less able to absorb the cost of purchasing their own cooling equipment. ([Gonzaga Climate Institute, 2025](#)). By making cooling a condition of habitability, this ordinance shifts the burden of providing safe indoor temperatures from tenants to landlords, directly benefiting those who are most economically vulnerable.

Renters, who are disproportionately represented among communities of color and lower-income households in Spokane, stand to benefit most from these protections. The ordinance's provisions allowing tenants to withhold rent or deduct the cost of cooling devices when landlords fail to comply to provide meaningful legal tools to populations that have historically lacked leverage in the landlord-tenant relationship. Anti-retaliation protections further safeguard tenants from being penalized for asserting their rights, a concern that is particularly acute for renters who may fear eviction or rent increases if they raise habitability complaints.

The ordinance also directly addresses a known health equity gap. Heat-related illness and death fall heavily on vulnerable populations, many of whom are concentrated in historically disadvantaged communities. Making residences more habitable during extreme heat events is not only a housing policy but a health equity intervention.

Language Access Plan: Any public communications related to this ordinance, including notices to landlords and tenants regarding new rights and obligations, compliance timelines, and the process for reporting violations, should be made available in all languages spoken by a significant portion of Spokane's renter population. This includes, at minimum, Spanish and other languages consistent with the City's existing language access obligations. The City should coordinate with the Spokane Regional Health District and community-based organizations to develop and distribute accessible materials ahead of the 2031 compliance deadline.

e. **Climate Change Implications**

1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?

There is potential for a modest increase in carbon emissions, depending on how landlords choose to ensure cool dwellings. Additional air conditioning units and portable cooling devices may increase emissions. However, given the alternative options that landlords could choose to employ, it is unlikely that there would be a significant, material increase.

2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Spokane's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

This ordinance materially increases Spokane's resiliency to climate change. Average annual temperatures in Spokane have already risen 2°F since 1950, peak August temperatures have risen 3.5°F since 1979, and summer temperatures are projected to increase by an additional 3.6°F by 2049. The region is expected to experience 20-30 extreme heat days annually by the 2050s, compared to an average of just three per year between 1971 and 2021. ([Spokane Climate Project, 2022](#)). By establishing a baseline standard of indoor cooling for all residential rental units, the ordinance ensures that Spokane's housing stock is better prepared to protect residents as these conditions worsen over time.

The ordinance also addresses the compounding effects of wildfire smoke, which increasingly prevents residents from opening windows for natural ventilation during heat events. By requiring landlords to provide mechanical or passive cooling solutions the ordinance acknowledges that heat resilience and air quality resilience are deeply interconnected challenges in the Inland Northwest.

f. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?

This ordinance represents an expansion of Spokane's habitability standards and establishes cooling as an essential service on par with heating. The primary long-term goal of this ordinance is to ensure that 100% of residential rental units in Spokane provide adequate cooling to tenants by January 1, 2031.

Summary Attachments: N/A

ORDINANCE NO. C36865

AN ORDINANCE imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing; and declaring an emergency.

WHEREAS, the City was a primary participant in the “DivisionConnects” project, a regional plan for preparing for Bus Rapid Transit and Transit Oriented Development (“TOD”) on the future Division Bus Rapid Transit corridor, adopted by the Spokane Transit Authority board of directors on April 15, 2021, and adopted by the Spokane Regional Transportation Council on June 10, 2021; and

WHEREAS, on October 28, 2024, City Council adopted RES 2024-0100, affirming the recommendations of the Centers and Corridors strategy (“C&C Strategy”) as the guiding document for future actions for the City’s mixed-use development strategy; and

WHEREAS, the C&C Strategy recommends regulations to prohibit certain automobile-oriented land uses in TOD areas; and

WHEREAS, the City of Spokane is pursuing implementation of these recommendations as part of PlanSpokane, the state-mandated comprehensive plan update due at the end of 2026; and

WHEREAS, on October 23, 2023, City Council adopted OPR 2023-1071, an interlocal agreement with Spokane County and the Spokane Transit Authority to accept funds and establish a framework for planning for TOD on the Division Bus Rapid Transit corridor; and

WHEREAS, the City of Spokane is also undertaking a major update to the Unified Development Code contained in Spokane Municipal Code Title 17, commonly called “BuildSpokane”, for which a consultant contract was approved by City Council by ORD C36773; and

WHEREAS, academic studies confirm that drive-through facilities and other automobile-oriented uses increase the risk of conflict with people walking, biking, and rolling; and

WHEREAS, the Comprehensive Plan includes policies and goals to encourage TOD and prevent automobile-oriented land uses that are harmful to the goals of TOD, including LU 3.1, LU 3.2, LU 4.6, and TR Goal C; and

WHEREAS, relevant policies in the Comprehensive Plan have been confirmed through public outreach for PlanSpokane, and are likely to remain or be enhanced through the periodic update; and

WHEREAS, without immediate action, the establishment of new automobile-oriented uses in TOD areas could lead to long-term effects that run counter to the adopted goals, plans, and aims of the City of Spokane for pedestrian safety and TOD, as exemplified by the aforementioned planning efforts; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, the City desires to impose a moratorium on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses in areas identified in Exhibit A, which is incorporated into these findings by reference; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (“SEPA”); and

WHEREAS, the City Council finds that without an immediate moratorium on the acceptance, processing, and approval of building permit applications for Drive-Through Facilities and Quick-Vehicle Servicing uses in the moratorium zone, people walking, biking, and using public transportation in the moratorium zone will be subject to higher safety risk even while the City and other agencies make investments to encourage increased walking, biking, and transit activity, undermining the City’s legitimate policy of protecting the public health, welfare, and safety within the moratorium zone; and

WHEREAS, the City Council finds that the need for the moratorium established under this ordinance is sudden, unexpected, and requires immediate action to prevent or mitigate the threat; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from a delay in imposition of a moratorium, which could result in vested, nonconforming uses that are inconsistent with long-term plans for drive-through facilities and quick vehicle-servicing uses, resulting in harm to the community or government functions; and

WHEREAS, the City Council finds that the moratorium established by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council’s initial findings of fact in support of the moratorium established by this ordinance. The City Council may, at its discretion, adopt additional findings after the public hearing referenced below in Section 3.

Section 2. Moratorium Imposed. A moratorium is imposed on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses on parcels wholly or partially in the area shown in the attached Exhibit A (referred to herein as the “moratorium zone”).

During the term of this moratorium, the City will not accept, process, or approve building permit applications for Drive-Through Facilities or Quick-Vehicle Servicing uses on parcels wholly or partially in the moratorium zone. Drive-Through Facilities and Quick-Vehicle Servicing uses are as defined in Chapter 17C.190 of the Spokane Municipal Code.

This moratorium does not apply to any pending building permit applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

Section 3. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium on June 1, 2026. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

Section 4. Work Plan. The Planning and Economic Development Department shall continue to study, conduct additional public engagement, and implement regulations for Drive-Through Facilities and Quick Vehicle Servicing uses in TOD areas as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code.

Section 5. Duration. The moratorium imposed by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

Section 6. Declaration of Emergency and Effective Date. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Discussion**Council Meeting Date:** 04/13/2026

		Date Rec'd	4/8/2026
		Clerk's File #	ORD C36865
		Cross Ref #	
		Project #	
Submitting Dept	PLANNING SERVICES	Bid #	
Contact Name/Phone	SPENCER 6097	Requisition #	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG		
Agenda Item Type	Emergency Ordinance		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	DRIVE-THROUGH FACILITIES AND QUICK VEHICLE SERVICING USES NEAR		

Agenda Wording

An ordinance imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing; and declaring an emergency.

Summary (Background)

A moratorium is imposed on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses on parcels wholly or partially in the area shown in the attached Exhibit A (referred to herein as the "moratorium zone"). During the term of this moratorium, the City will not accept, process, or approve building permit applications for Drive-Through Facilities or Quick-Vehicle Servicing uses on parcels wholly or partially in the moratorium zone. Drive-Through Facilities and Quick-Vehicle Servicing uses are as defined in Chapter 17C.190 of the Spokane Municipal Code. This moratorium does not apply to any pending building permit applications that were counter-complete, as provided in the Spokane Municipal Code, before the effective date of this ordinance. The moratorium imposed by this ordinance will be in effect for a period of one year, beginning on the date of the adoption of the ordinance.

What impacts would the proposal have on historically excluded communities?

Multiple studies show that drive-through facilities and other automobile-oriented uses increase the risk of conflict with people walking, biking, and rolling

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

The Planning and Economic Development Department will continue to study, conduct additional public engagement, and implement regulations for Drive-Through Facilities and Quick Vehicle Servicing uses in TOD areas as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code.

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?

Comprehensive Plan LU 3.1 Comprehensive Plan LU 3.2 Comprehensive Plan LU 4.6 Comprehensive Plan TR Goal C

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>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	CWRIGHT
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	CWRIGHT
Distribution List	

ORDINANCE NO. C36865

AN ORDINANCE imposing an immediate moratorium on building permit applications for Drive-Through Facilities and Quick Vehicle Servicing uses near existing and planned frequent transit stops; setting a public hearing; and declaring an emergency.

WHEREAS, the City was a primary participant in the “DivisionConnects” project, a regional plan for preparing for Bus Rapid Transit and Transit Oriented Development (“TOD”) on the future Division Bus Rapid Transit corridor, adopted by the Spokane Transit Authority board of directors on April 15, 2021, and adopted by the Spokane Regional Transportation Council on June 10, 2021; and

WHEREAS, on October 28, 2024, City Council adopted RES 2024-0100, affirming the recommendations of the Centers and Corridors strategy (“C&C Strategy”) as the guiding document for future actions for the City’s mixed-use development strategy; and

WHEREAS, the C&C Strategy recommends regulations to prohibit certain automobile-oriented land uses in TOD areas; and

WHEREAS, the City of Spokane is pursuing implementation of these recommendations as part of PlanSpokane, the state-mandated comprehensive plan update due at the end of 2026; and

WHEREAS, on October 23, 2023, City Council adopted OPR 2023-1071, an interlocal agreement with Spokane County and the Spokane Transit Authority to accept funds and establish a framework for planning for TOD on the Division Bus Rapid Transit corridor; and

WHEREAS, the City of Spokane is also undertaking a major update to the Unified Development Code contained in Spokane Municipal Code Title 17, commonly called “BuildSpokane”, for which a consultant contract was approved by City Council by ORD C36773; and

WHEREAS, academic studies confirm that drive-through facilities and other automobile-oriented uses increase the risk of conflict with people walking, biking, and rolling; and

WHEREAS, the Comprehensive Plan includes policies and goals to encourage TOD and prevent automobile-oriented land uses that are harmful to the goals of TOD, including LU 3.1, LU 3.2, LU 4.6, and TR Goal C; and

WHEREAS, relevant policies in the Comprehensive Plan have been confirmed through public outreach for PlanSpokane, and are likely to remain or be enhanced through the periodic update; and

WHEREAS, without immediate action, the establishment of new automobile-oriented uses in TOD areas could lead to long-term effects that run counter to the adopted goals, plans, and aims of the City of Spokane for pedestrian safety and TOD, as exemplified by the aforementioned planning efforts; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, the City desires to impose a moratorium on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses in areas identified in Exhibit A, which is incorporated into these findings by reference; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act (“SEPA”); and

WHEREAS, the City Council finds that without an immediate moratorium on the acceptance, processing, and approval of building permit applications for Drive-Through Facilities and Quick-Vehicle Servicing uses in the moratorium zone, people walking, biking, and using public transportation in the moratorium zone will be subject to higher safety risk even while the City and other agencies make investments to encourage increased walking, biking, and transit activity, undermining the City’s legitimate policy of protecting the public health, welfare, and safety within the moratorium zone; and

WHEREAS, the City Council finds that the need for the moratorium established under this ordinance is sudden, unexpected, and requires immediate action to prevent or mitigate the threat; and

WHEREAS, the City Council finds also that the normal course of legislative procedures of the City Council cannot timely address the harm from a delay in imposition of a moratorium, which could result in vested, nonconforming uses that are inconsistent with long-term plans for drive-through facilities and quick vehicle-servicing uses, resulting in harm to the community or government functions; and

WHEREAS, the City Council finds that the moratorium established by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Findings of Fact. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the moratorium established by this ordinance. The City Council may, at its discretion, adopt additional findings after the public hearing referenced below in Section 3.

Section 2. Moratorium Imposed. A moratorium is imposed on the acceptance, processing, review, and approval of applications for building permits for Drive-Through Facilities and Quick-Vehicle Servicing uses on parcels wholly or partially in the area shown in the attached Exhibit A (referred to herein as the "moratorium zone").

During the term of this moratorium, the City will not accept, process, or approve building permit applications for Drive-Through Facilities or Quick-Vehicle Servicing uses on parcels wholly or partially in the moratorium zone. Drive-Through Facilities and Quick-Vehicle Servicing uses are as defined in Chapter 17C.190 of the Spokane Municipal Code.

This moratorium does not apply to any pending building permit applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

Section 3. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this moratorium on June 1, 2026. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

Section 4. Work Plan. The Planning and Economic Development Department shall continue to study, conduct additional public engagement, and implement regulations for Drive-Through Facilities and Quick Vehicle Servicing uses in TOD areas as part of the periodic update to the Comprehensive Plan and the Code Assessment and Modernization of Title 17 of the Spokane Municipal Code.

Section 5. Duration. The moratorium imposed by this ordinance shall be in effect for a period of one year, beginning on the date of the adoption of this ordinance.

Section 6. Declaration of Emergency and Effective Date. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 01.01.080 of the Spokane Municipal Code and Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

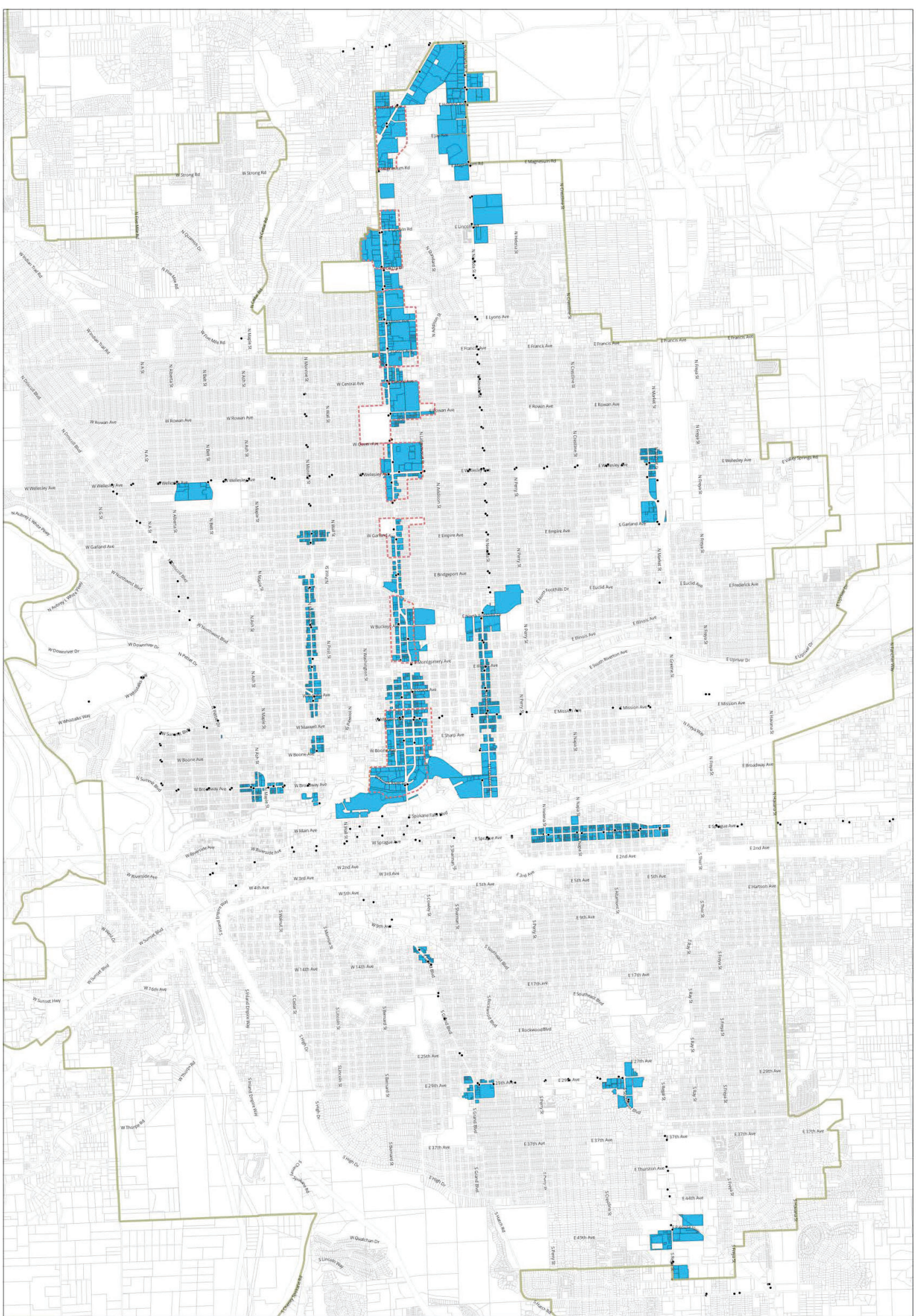
City Clerk

Assistant City Attorney

Mayor

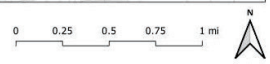
Date

Effective Date



**Exhibit A: Transit-Oriented Development
Auto-Oriented Uses Building Permit Moratorium**
Department of Planning & Economic Development
Draft Date: 04/08/2026

- Moratorium Zone
- City of Spokane Boundary
- Division TOD Study Area
- High-Performance Transit Stop (STA routes 1, 4, 9, 21, 25, 28, 33)
- Parcel



*Areas not shown on the map do not have parcels included in the moratorium area

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Date Rec'd**

4/7/2026

Clerk's File #

OPR 2025-0328

Cross Ref #**Project #****Council Meeting Date:** 05/04/2026**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

PW ITB 6298-25

Contact Name/Phone

TRACE 625-6524

Requisition #

CR 28546

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**

WASTE TO ENERGY BUILDING ADDITION AMENDMENT

Agenda Wording

Contract amendment with Capital Industrial Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility. An additional \$186,109.00, plus tax, is requested and an extension of the contract through Dec. 31, 2026. The total cost of the contract will be \$400,609.00 plus tax.

Summary (Background)

This is part of a five year project to upgrade the Waste to Energy Facility's compressed air systems. It entails extending the process building to allow space for a larger air dryer with receiving tank, as well as two new transformers required to service the new equipment. Capital Industrial, Inc. was awarded the contract for this work based on their response to PW ITB 6298-25. However, due to rapidly rising costs, the work was unable to be completed for the originally quoted amount of \$214,500.00 and the original contract term. Additional funds and time are requested.

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	\$ 186,109.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a capital improvement project that was planned for in the Solid Waste Capital Improvement Plan. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2026.	
Amount	
Budget Account	
Expense	\$ 186,109.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Funding Source	Recurring
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	BRADBURN, TRACE
PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
Damon Burgess,	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **BUILDING ADDITION, EQUIPMENT AND VALVE-AND-PIPING INSTALLATION**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAPITAL INDUSTRIAL, INC.**, whose address is 2649 RW Johnson Boulevard, SW, Tumwater, Washington 98512, as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION for the Solid Waste Department; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to 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 20, 2025, 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 May 1, 2025 and shall run through December 31, 2026.

3. COMPENSATION/PAYMENT.

The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED NINE AND NO/100 DOLLARS (\$186,109.00)**, and applicable sales tax, and in accordance with the Progress Payment Schedule attached hereto, 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.

The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance,

as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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.

CAPITAL INDUSTRIAL, 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 Contract:

- Payment Bond
- Performance Bond
- Progress Payment Schedule

PAYMENT BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the additional sum of **FOUR HUNDRED THOUSAND SIX HUNDRED NINE AND NO/100 DOLLARS (\$400,609.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

CAPITAL INDUSTRIAL, INC.
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the additional sum of **FOUR HUNDRED THOUSAND SIX HUNDRED NINE AND NO/100 DOLLARS (\$400,609.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

CAPITAL INDUSTRIAL, INC.
AS PRINCIPAL

By: _____
Title: _____

AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

PROGRESS PAYMENT SCHEDULE

3	Mezzanine and Structure of Extension - Fabricate Steel	\$ 46,714.00
4	Mezzanine and Structure of Extension - Install Steel	\$ 65,325.00
5	Mezzanine Deck Floor Pouring	\$ 13,570.00
5	Including Pouring All Required Equipment Bases	
6	Fabrication of Pipe	\$ 40,000.00
7	Equipment Installation	\$ 25,000.00
7	Including Routing all Lines and Valve Installation	
8	Siding, Roofing, and Insulation Installation	\$ 115,000.00
9	Demobilization	\$ 20,000.00
	Total Outstanding Costs Remaining	\$ 325,609.00

Original Contract Amount	\$ 214,500.00
Payment 1	\$ (65,000.00)
Payment 2	\$ (10,000.00)
Contract balance	\$ 139,500.00
Additional funds needed	\$ 186,109.00
P&P Bonds for total contract amount	\$ 400,609.00

**None of these amounts include sales tax

APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT

CERTIFICATE FOR PAYMENT.

For period from: _____ to _____

Contract for: **Building Addition, Equipment Installation and valve-piping-Installation**

Date: **3/27/2026**

Location: **44 Grange RD NE Brewster WA 98812**

Certificate No.: _____

Contractor: **Capital Industrial**

Inent # 1547148

Clerk # OPR 2025-XXXX

Contract No.: **25-27285**

Original Contract Amount: **\$325,609.00**

Net change in Contract Amount to Date: **\$0.00**

Adjusted Contract amount **\$325,609.00**

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED VALUE	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS INVOICE
1	Mezzanine Deck Floor Pouring & equipment Bases					
5		\$13,570.00	\$0.00	0%	\$0.00	\$0.00
6	Fabricate Steel	\$46,714.00	\$0.00	0%	\$0.00	\$0.00
7	Install Steel	\$65,325.00	\$0.00	0%	\$0.00	\$0.00
8	Install siding, Insulation And Roofing	\$115,000.00	\$0.00	0%	\$0.00	\$0.00
9	Set Equipment, Fabricate & install Piping	\$65,000.00	\$0.00	0%	\$0.00	\$0.00
15	De-mobilization	\$20,000.00	\$0.00	0%	\$0.00	\$0.00
16		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
17		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
11		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
12		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
13		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
14		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
15		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
16		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
17		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
18		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
16		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
17		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	Insert more rows here as needed					
	Change Orders:					
C1	1.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C2	2.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C3	3.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C4	4.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C5	5.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C6	6.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C7	7.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C8	8.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
C9	9.	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	SUBTOTAL	\$325,609.00	\$0.00	0%	\$0.00	\$0.00
TAX	9.10%	SALES TAX	\$29,630.42	\$0.00	\$0.00	\$0.00
	TOTAL	\$355,239.42	\$0.00		\$0.00	\$0.00
Less Retainage..	5%		\$0.00	\$0.00	\$0.00	\$0.00
	NET		\$0.00	\$0.00	\$0.00	\$0.00
	Less Previous Payments.....		\$0.00	\$0.00	\$0.00	\$0.00
	Additional Tax 0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	AMOUNT DUE THIS ESTIMATE		\$0.00	\$0.00	\$0.00	\$0.00

check
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

Capital Industrial
(Contracting Firm)

(WTE Project Manager)
(Architect or Engineer)

By 

By _____
SIGN AND DATE



< Business Lookup

License Information:

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

Entity name: HUNTER INDUSTRIAL CORPORATION

Business name: CAPITAL INDUSTRIAL

Entity type: [Profit Corporation](#)

UBI #: 604-164-423

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

Mailing address: 2649 R W JOHNSON BLVD SW
TUMWATER WA 98512-6110

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Aug-31-2026	Sep-25-2017
Miscellaneous Vehicle Dealer	10982		View Plates	Active	Aug-31-2026	Nov-14-2017
Olympia General Business - Non-Resident	57479			Active	Jul-31-2026	Jul-18-2025
Poulsbo General Business - Non-Resident				Active	Oct-31-2026	Oct-08-2025
Spokane General Business - Non-Resident				Active	Aug-31-2026	Mar-17-2025
Tumwater General Business	R-014971			Active	Aug-31-2026	Oct-04-2017
Vehicle Manufacturer	10981		View Plates	Active	Aug-31-2026	Nov-14-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KINNEY, GLEN A	
KINNEY, LISA	

< Page 1 of 2 >

Registered Trade Names

Registered trade names	Status	First issued
CAPITAL INDUSTRIAL	Active	Sep-25-2017
CAPITAL MACHINE	Active	Apr-06-2023
CAPITAL MACHINE SERVICE	Active	Apr-06-2023
CAPITAL MACHINE SERVICES	Active	Apr-06-2023



Registered trade names	Status	First issued
CAPITAL MACHINE WA	Active	Apr-06-2023
OLYMPIC BUILT	Active	Jul-06-2021
OLYMPIC CRANE	Active	Jul-06-2021
OLYMPIC EQUIPMENT	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MANUFACTURING	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MFG	Active	Jul-06-2021
OLYMPIC LOADER	Active	Jul-06-2021
OLYMPIC LOADER & CRANE	Active	Jul-06-2021
OLYMPIC LOADER MANUFACTURING	Active	Sep-25-2017
OLYMPIC MANUFACTURING	Active	Jul-06-2021
OLYMPIC NORTHWEST	Active	Jul-06-2021

The Business Lookup information is updated nightly. Search date and time: 3/31/2026 12:34:38 PM

Contact us

How are we doing?

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2025

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

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

PRODUCER Nicholson & Associates Ins LLC 1802 Black Lake Blvd SW #301 Olympia, WA 98512	CONTACT NAME: Mallori Romero PHONE (A/C, No. Ext): (360)352-8444 E-MAIL ADDRESS: mallori@nichinsure.com	FAX (A/C, No.): (360)943-9712	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hunter Industrial Corporation DBA: Capital Industrial 2649 R W Johnson Blvd SW Tumwater, WA 98512-6110	INSURER A: Western National Mutual		15377
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00001598-0

REVISION NUMBER: 70

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP 1172829	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded - \$1,000 <input checked="" type="checkbox"/> Coll Ded - \$1,000	Y		CPP 1172732	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1029259	10/01/2025	10/01/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CPP 1172829	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	Stop Gap
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Personal Property			CPP 1172829	10/01/2025	10/01/2026	Ded 1,000	1,500,000
A	Garage Keepers			CPP 1172829	10/01/2025	10/01/2026	Ded 1000	200,000

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

Project: PWITB-6298-25 Building addition, equipment Installation and Pipe-and Valve installation

Certificate Holder is included as Additional Insured as their interest may appear when required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (NMP)
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BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERED AUTOS COVERAGE AMENDMENTS

A. Temporary Substitute Vehicle Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
----------------------------------	----------------	----------------	-------------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is amended by adding the following:

2. Towing

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

B. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

D. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

E. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

F. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

H. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

I. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

J. Audio, Visual and Data Electronic Equipment – Limit Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is amended by replacing the \$1,000 limit with a \$2,500 limit.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

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

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1)** Any covered “auto” you lease, hire, rent or borrow.
- (2)** Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

E. Primary and Noncontributory If Required By Written Contract or Written Agreement

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c., the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1)** Such “insured” is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2. **Exclusions**, Paragraph **g**. is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item 2. **Exclusions**, Paragraph **j**. is replaced by the following:

j. Damage To Property

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for “property damage” under this provision:

- (1) \$25,000 any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”;
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”. We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or “suit”. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

The insurance provided for “property damage” from the use of elevators and for “property damage” to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

- 4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

E. Blanket Additional Insured – Managers Or Lessors Of Premises

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

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

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

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

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

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

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

- a. \$10,000; or
- b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

(ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. **Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Council Meeting Date:** 05/11/2026

		Date Rec'd	4/7/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Bid #	
Contact Name/Phone	REINER 509-625-7821	Requisition #	OPR 2025-0501
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	OPR 2025-0501 CONTRACT AMENDMENT FOR UPRIVER SPILLWAY CRANE		

Agenda Wording

Amendment to contract with Mesa Associates Inc. for additional work requested by Water & Hydroelectric Services.

Summary (Background)

Water & Hydroelectric Services is requesting Mesa Associates Inc. amend their contract to include additional engineering and project management support for their design to replace the existing gantry crane at the Upriver Dam spillway.

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	\$ 154,800.00
Current Year Cost	\$ 32,240.00
Subsequent Year(s) Cost	\$ Zero
Narrative	
Mesa Associates Inc. has been under contract to provide engineering for a gantry crane replacement at the Upriver Dam spillway. Additional engineering has been requested as well as support for working through the FERC permitting process which was not included in the original scope of services.	
Amount	
Budget Account	
Revenue	\$ 32,240.0
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4100-42490-94340-56401-11088	
#	
#	
#	
#	
#	
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes, 4100-42490-94340-56401-11088	
Expense Occurrence One-Time	
Other budget impacts (revenue generating, match requirements, etc.)	
Included in the 6-year CIP program.	
Approvals	
Additional Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SZAMBELAN, TIMOTHY
For the Mayor	
Distribution List	
Tim Ramsey tramsey@mesainc.com	rershaw@spokanecity.org
rproszek@spokanecity.org	dstpierre@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 13, 2026
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	OPR 2025-0501 CONTRACT AMENDMENT FOR UPRIVER SPILLWAY CRANE DESIGN
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	<u>Summary (Background)</u> Water & Hydroelectric Services is requesting Mesa Associates Inc. amend their contract to include additional engineering and project management support for their design to replace the existing gantry crane at the Upriver Dam spillway.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$154,800.00</u> Current year cost: \$32,240.00 Subsequent year(s) cost: \$0	
Narrative: Mesa Associates Inc. has been under contract to provide engineering for a gantry crane replacement at the Upriver Dam spillway. Additional engineering has been requested as well as support for working through the FERC permitting process which was not included in the original scope of services.	
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, 4100-42490-94340-56401-11088	
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.) Included in the 6-year CIP program.	
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. Project is included in the 6-year CIP program.

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Water & Hydroelectric Services Department

Contact Person: Tanya Lester SME: 509-625-6576

Type of Contract: New Contract Renewal
 Amendment Extension
 MOU Other. _____

What work or service is being provided: Upriver Gantry Crane Design

If Request Is For Amendment, Renewal or Extension, Provide OPR #: 2025-0501

Contractor/Consultant Name: Mesa Associates Inc

Contractor/Consultant Address: 480 Production Ave, Madison, AL 35758

Contract Begin Date: 7/21/2025 Contract End Date: 12/31/2026

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): NTE 32,240.00

Does Dollar Amount of Contract Include Sales Tax? YES NO

Funding Sources (e.g., CD, Dept. of Justice, Etc.): _____

Federal Funding (DWSRF, CWSRF, WSDOT, FHWA, Etc.): _____

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

*****REQUIRED ATTACHMENTS*****

Certificate of Insurance

Business License

Method of Procurement – RFP, RFQ, etc. _____

Chosen from MRSC Roster? YES NO

If not chosen from MRSC Roster, how chosen? _____
(Not required on Service contracts under \$10,000.00, but encouraged, and good to reference on contract.) **** Required On All Public Work/Prevailing Wage Contracts.**

Invoice / Bid / Proposal / Quote

Sole Source Justification Form

Standardized Justification Form

*****CONTRACT AMENDMENTS*****

Provide Reason For Amendment. Additional Scope added

Provide Desired Changes In Contract Wording. _____

NOTES: Scope addition attached

*****RUSH REQUEST*****

REASON FOR RUSH: _____

Date of service start date: _____

Department Head: _____

=====

*****ONLY IF THIS IS A PUBLIC WORKS CONTRACT REQUEST*****

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? Yes No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor? Yes No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? Yes No

For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? Yes No



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 07/14/2025

Committee Agenda type: Consent

Council Meeting Date: 07/21/2025

		Date Rec'd	6/25/2025
		Clerk's File #	OPR 2025-0501
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Bid #	6402-25
Contact Name/Phone	RAYLENE 509-625-7821	Requisition #	CR27681
Contact E-Mail	RGENNETT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4100 RFQ 6402-25 UPRIVER SPILLWAY GANTRY CRANE DESIGN		

Agenda Wording

Contract for Design and Engineering of Gantry Crane for Upriver Dam Spillway.

Summary (Background)

The existing gantry crane is of 1936 construction and is far past its useful life. There are many structural and safety concerns with its use. The new design will have improved safety factors, an expected 30yr lifespan, and modern components.

Approved by Spokane City Council
on: 7/21/2025

Laurie Farnsworth
Acting City Clerk
(Acting)

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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 regulation's 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 122,560.00
Current Year Cost	\$ 122,560.00
Subsequent Year(s) Cost	\$ Zero
Narrative	
This project was a publicly announced IRFQu using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates.	
Amount	
Budget Account	
Revenue	\$ 122,560.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4100-42490-94340-56401-11088	
#	
#	
#	
#	
#	
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
tlester@spokanecity.org	jmeyer@spokanecity.org
crickman@spokanecity.org	rgennett@spokanecity.org
Authorized Signer Tim Ramsey	

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	6-30-25
Submitting Department	Water and Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7901 or 509-638-9983
Council Sponsor(s)	Klitzke, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 RFQ 6402-25 Upriver Spillway Gantry Crane Design
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This professional services contract is for design and engineering of a replacement gantry crane at the Upriver Hydroelectric Project spillway. The existing gantry crane is of 1936 construction and is far past its useful life. There are many structural and safety concerns with its use. The new design will have improved safety factors, an expected 30yr lifespan, and modern components.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$122,560.00

Current year cost: \$122,560.00

Subsequent year(s) cost: N/A

Narrative: This project was a publicly announced IRFQu using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive candidates.

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? **Water Dept CIP, 4100-42490-94340-56401-11088**

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.

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

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

Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

- 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, improve worker safety, and ensure safe dam operations.

Council Subcommittee Review

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



CW yoSf ypkn
CONSe2TANT AL, EERENT
TWbl eP, I: E, SPI223 AY LANT, Y C, ANE MESIL N

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **RESA ASSOCIATESGINCD** whose address is 480 Production Avenue, Madison, Alabama 35758, as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for Consultant to provide Upriver Spillway Gantry Crane Design Services; and

WHEREAS, the Consultant was selected from IRFQu 6402-25.

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

VD TE, R OF AL, EERENTD

The term of this Agreement begins on July 21, 2025, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

1D TIRE OF . EL INNINL ANM CORP2ETIOND

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

BD SCOPE OF 3 O, KD

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

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

4D CORPENSATIOND

Total compensation for Consultant’s services under this Agreement shall not exceed **ONE He NM, EM T3 ENTY-T3 O THOe SANM FI: E He NM, EM SI/ TY ANM NOW((MO22A, S \$7V11Q5(D(m** plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

)D PAYRENTD

The Consultant shall submit its applications for payment to Spokane Water & Hydroelectric Department, Administration Office, 2701 North Waterworks Street, Spokane, Washington 99212. **Pktwnai bWUdn wkv n rW vWnsi vnf y6WACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5D , EIR. e, SA. 2ES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **AWkan:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Rnk6I** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state “the meals are being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **2yvgWgl** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are

required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle Mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car Expenses**: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel Expenses** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Other Miscellaneous Business Expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.
- K. **Subconsultant Expenses**: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

XD TA/ ESGFEES ANM 2ICENSESD

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

8D CITY OF SPOKANE . e SINESS 2ICENSED

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

9D SOCIA2 EQeITY , EQeI, ERENTSD

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

(D) INDEMNIFICATION

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

WD INSe, ANCED

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

- A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

- B. General Liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement.
 - i. Acceptable ~~6uf f Uhw naikt e w dcn UK W6uckasn~~ coverage combined with Consultant's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

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

V1D ME. A, RENT ANM Se SPENSIOND

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.

VBD Ae MITD

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

V4D INMEPENMENT CONSe 2TANTD

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such

premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

V) D KEY PE, SONSD

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

V5D ASSIL NRENT ANM Se. CONT, ACTINL D

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

VXD CITY ETHICS COMED

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

V8D NO CONF2ICT OF INTE, ESTD

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

V9D E, , O, S ANMORISSIONS&CO, , ECTIONS&

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

1(D INTE22ECTe A2 P, OPE, TY , ILHTSD

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

extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

1VD CONFIDENTIALITY

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

11D MISPEDES

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

1BD TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

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This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

1) D RISCE22ANEOe S P, O: ISIONS D

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless

approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

RESA ASSOCIATESGNCD

CITY OF SPOKANE

By_ *Tim Ramsey* Date 7/24/2025
Sig. _____

By_ Alexander Scott Date 7/24/2025
Sig. _____

Tim Ramsey
Type or Print Name

Alexander Scott
Type or Print Name

Senior Vice President
Title

City Administrator
Title

Attest:

Approved as to form:

Laurie Farnsworth
City Clerk (Mutiny)

Elizabeth Schoedel
Assistant City Attorney

Aiikshwnai6: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant’s Response to IRFQu

25-145a



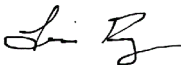
E/ HI. IT A

**CE, TIFICATION , ELA, MNL ME. A, RENTGSe SPENSIONG
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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)
Tim Ramsey Name of Certifying Official (Type or Print)	 Signature
Senior Vice President Title of Certifying Official (Type or Print)	7/24/2025 Date (Type or Print)

E/ HI. IT .

Bid Response Summary

Bid Number IRFQu 6402-25
Bid Title Upriver Spillway Gantry Crane Design
Due Date Friday, June 6, 2025 11:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Mesa Associates, Inc.
Submitted By Reggie Headrick - Friday, June 6, 2025 10:34:45 AM [(UTC-08:00) Pacific Time (US & Canada)]
 cpc@mesainc.com

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Qualifications document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Qualifications document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	5	Proposer confirms that the Firm meets the minimum requirements of three (3) years of demonstrated experience in land use planning, development regulations, civil engineering, SEPA environmental impact statements, and community engagement.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	YES

8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Ian Whiteley (509)290-9902 iwhiteley@mesainc.com
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Tim Ramsey 865-621-5402 tramsey@mesainc.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Qualifications Proposal Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	25PGNO109_Upriver Spillway Gantry Crane Design.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	Attachment 1 Terms & Conditions (Mesa rev 1 6.5.25).pdf
3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



Engineers and Consultants

480 Production Ave.
Madison, AL 35758

707 W. Main Avenue, Ste. B1
Spokane, WA 99201

Proposal to:
City of Spokane

Upriver Spillway Gantry Crane Design

Mesa Proposal # 25PGNO109

June 6, 2025

In response to RFQ 6402-25

Contact Information

Tim Ramsey, P.E.
Sr. Vice President
Generation, Industrial, & Government
865.621.5402
tramsey@mesainc.com

Ian Whiteley
Program Manager
Generation, Industrial, & Government
509.290.9902
iwhiteley@mesainc.com

CONFIDENTIALITY NOTE:

This proposal and accompanying documents contain information from Mesa Associates, which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this document. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited.





Engineers and Consultants

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Engineers and Consultants

1 LETTER OF SUBMITTAL

Dear Mrs. Tanya Lester,

Mesa Associates, Inc. (Mesa) is pleased to present this proposal to the City of Spokane Water & Hydroelectric Department in response to RFQ 6402-25 to provide design engineering services for a new gantry crane at the Upriver Spillway location in Spokane, Washington.

Mesa has the legal classification of a corporate entity that is headquartered in Madison, Alabama. The field services, civil/structural design, and in-person meetings would operate from the Spokane office, i.e. Ian Whiteley, P.E., and relay information to the design team personnel located in Tennessee. The design engineering services would utilize key personnel with gantry crane design (civil, mechanical and electrical) experience from the Knoxville and Chattanooga offices in Tennessee that would ensure economic efficiency and be available for video conference calling during design review meetings.

Mesa reviewed the minimum qualifications provided in Section 1.4 of the RFQ and complies with all the listed items.

Mesa acknowledges and agrees to the terms and conditions set forth in Attachment 1 of RFQ 6402-25 with one exception taken in the insurance section. A copy with the Mesa addition shown in red has been uploaded with this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy B. Ramsey', with a long, sweeping underline.

Timothy B. Ramsey, PE
Sr. Vice President
Generation, Industrial, and Government Department
Mesa Associates, Inc.
Ph: (865) 621-5402
tramsey@mesainc.com



Engineers and Consultants

2 INTRODUCTION

Mesa is a full-service Engineering, Procurement, and Construction Management (EPCM) firm nationally recognized for delivering high-quality, cost-effective, and innovative solutions to the electric utility industry. For this solicitation, Mesa is submitting qualifications for all requested disciplines.

Founded in 1988, Mesa has built a strong reputation for technical excellence, reliability, and efficiency in delivering complex engineering and infrastructure solutions. With over 1,000 employees across 18 offices in the U.S., including a regional office in Spokane, WA, Mesa is strategically positioned to provide responsive, high-quality engineering services for the City of Spokane. Our team has extensive experience in hydroelectric power generation, electrical grid optimization, and city infrastructure, making us a strong and capable partner for the Water & Hydroelectric Department of the City of Spokane.



2023	131	Bolton & Menk, Inc.	Minneapolis, MN
	132	Congruex	Boulder, CO
	133	Timmons Group	Richmond, VA
	134	Simpson Gumpertz & Heger	Walham, MA
	135	Horrocks Engineers	Pleasant Grove, UT
	136	Mesa Associates, Inc.	Madison, AL
	137	Ghafari Associates, LLC	Dearborn, MI
	138	EA Engineering Science and Tech., Inc.	Hunt Valley, MD
	139	DLZ Corp.	Columbus, OH
	140	Henderson Cos.	Lanera, KS

Mesa’s expertise spans over 30 years. We deliver structural, electrical, and mechanical engineering solutions that support capital projects, Operations and Maintenance (O&M) improvements, and long-term infrastructure planning. Our client-centered approach ensures that the City of Spokane receives innovative, efficient, and technically superior solutions that align with the requirements for this gantry crane design project.

Mesa holds Engineering On-Call (EOC) and Master Service Agreements (MSA) with seven of the top ten U.S. utilities, demonstrating our proven ability to execute complex projects with technical excellence and reliability. Mesa combines a low overhead structure with an appropriate mix of experience to provide an excellent engineering value to our customers. We have a 93% retention rate for key personnel. Retention of personnel allows us to provide consistent, highly qualified associates who are familiar with your facilities, criteria, and processes in order to maximize our productivity.

Mesa’s corporate structure is divided into three primary divisions:

- ◆ Power Generation (hydroelectric, fossil, nuclear, and renewable energy)
- ◆ Power Delivery Substation
- ◆ Power Delivery, Transmission & Distribution

This contract would be executed by our Power Generation Division.



Engineers and Consultants

3 TECHNICAL APPROACH

Work Plan

The following contains Mesa's anticipated technical approach to accomplishing the project scope of work.

3.1 Project Initiation and Kickoff

Every project begins with the development of a written Project Execution Plan (PEP). The PEP is prepared by the Project Manager, with the support of engineering, procurement, and QA. The intent of the PEP is to consolidate and transfer information from the proposal to the project team, which will execute the project.

Mesa will conduct a project kickoff meeting where the PEP is reviewed in detail with all team members who will be involved in the work. The Project Manager will lead the meeting; attendees will typically include the responsible engineer, design/engineering personnel, any subcontractors, and the QA Manager. The intent of this meeting is to ensure that all project team members understand and agree upon the scope, schedule, and requirements, and to familiarize all with the product Mesa has committed to deliver. Quality requirements are discussed, including plans for potential vendor surveillance and special processes monitoring, if applicable. Minutes of this meeting are written and distributed by the Project Manager.

3.2 Preliminary 30% Design Phase

Upon completion of the kickoff meeting with The City of Spokane Water & Hydroelectric Department (the Department), Mesa will schedule the site visit and go over the inputs that have been provided within the RFQ. At this time, any additional related engineering documents will be acquired from the existing structure and systems.

Mesa will then conduct a site visit a few days after the kickoff meeting, or when it's approved by the Department, for 3D scanning the existing features and obstacles of the Upriver Spillway as well as to determine existing electrical power termination options. By scanning the gantry crane area, Mesa will be able to develop a 3D model of the project site to take measurements from and ensure no interferences of existing components will remain in place (excluding the man basket integration as outlined in Addendum 1 of the RFQ) that will impede the new gantry crane design. Once we have secured the necessary data to proceed with our design, this information, along with developing design deliverables, will be stored in Vault, our Document Management System (DMS). This is part of our configuration management system to maintain all relevant project documentation in a traceable, revision-based system.

Upon completion of data collection, the project team will begin the preliminary design effort. Upper-tier design documents (Schematics, Control Philosophy, Studies, etc.) will be prepared to identify major design concepts and alternative design approaches, as required. Mesa will reach out to local crane manufacturers to identify economical, high quality equipment supply options. These preliminary



Engineers and Consultants

documents will provide sufficient detail to establish the design features that can be cost-estimated and reviewed with all stakeholders to assure the design intent is consistent with budget, safety, and operational expectations. Other design considerations evaluated during the preliminary and all design stages include Integrated Safety Management, Reliability and Maintainability, Ergonomics, Constructability, Flexibility, and Value Engineering. In addition to design documents, outline specifications for long-lead engineering equipment procurements will be provided. A preliminary design review will be conducted, and results disseminated.

3.2.1 Deliverables

Civil/Structural Engineering

- ◆ Preliminary design drawings (plan view, elevation views, notes sheet) of conceptual structural frame for the gantry crane that encompass the parameters set forth by Attachments 2 and 3 of the RFQ. Design evaluation to be limited to the crane railing system and above, with the concrete capacity of 3,000 psi assumed to be the limit as established by Attachment 3 of the RFQ.

Mechanical Engineering

- ◆ Gantry crane equipment options based on site features (travel height, available power, etc.)

Electrical Engineering

- ◆ Preliminary design drawings (single-line diagram)
- ◆ Calculate power system requirements and verify if site's current electrical system needs to be updated to accommodate new gantry crane power needs.

A 30% Design Review meeting will be scheduled approximately a week after the design package submittal for the Department's key personnel on the project and Mesa's design team leads to go over the content of the deliverables and come to an agreement on which gantry crane option meets all of the needs of the Department. Each option presented will be sure to accommodate the design parameters outlined in Attachment 2 and utilize inputs from Attachment 3 of the RFQ.

3.3 50% Design Phase

This phase in the design effort will involve the creation of more detailed drawing sets, equipment specifications, and calculations. The Mesa design team will perform structural analyses utilizing computer aided design software for the new structural frame and its performance against industry standard loading combinations. Mechanical and Electrical engineering activities to include the origination of equipment lists and specifications, Bill of Materials, general arrangement drawings collaboration, component detailing, equipment calculations, ETAP, loading studies, equipment specifications, and sizing of gearbox, motors, brakes, coupling shafts, keyway sizes, etc. After the 50% Design Review Meeting, a design freeze will be implemented for the 90% design effort.



Engineers and Consultants

3.3.1 Deliverables

Civil/Structural Engineering

- ◆ 50% design drawings (General Arrangement drawings, steel members, connection and anchorage detailing, and general notes)
- ◆ Structural Analysis Calculation (unstamped)

Mechanical Engineering

- ◆ 50% design drawings (General arrangement, schematics, equipment placement)
- ◆ Equipment Specification
- ◆ Calculations (unstamped)
- ◆ Bill of Materials (ME)

Electrical Engineering

- ◆ 50% design drawings (single-line diagram, schematics, and panel schedules)
- ◆ Calculations (unstamped)
- ◆ Bill of Materials (EE)

3.4 90% Design Phase

Following the 50% design effort, Mesa will perform the 90% detailed design. The detailed design incorporates any changes from the 50% design and develops more detailed construction drawings, specifications, test and inspection plans, and cost estimates. Detailed design will be performed in accordance with all applicable the Department standards and applicable codes and regulations of governing agencies. During the detailed design phase, Mesa will implement our internal work instructions and quality assurance processes for preparation, checking, and review of all project deliverables, which will include compliance with all industry codes and The Department's standards. Specific practices that will be applied include Document Management, Deliverables Preparation and Review, Design Control and Design Inputs, Change Control, Multidiscipline Review, Engineering Calculations, and Error Tracking and Corrective Action. Coordination of all final deliverable features and interfaces, such as utilities, the Department's furnished equipment, and all portions of the project being designed or provided by others. At this phase, the design documents are considered to have all of the detail of 100% completion and goes through one more round of final checks (90% Design Review Meeting) with the Department's personnel to receive any final comments and/or approvals prior to presenting WA PE stamped and signed documents.

3.4.1 Deliverables

Civil/Structural Engineering

- ◆ 90% design drawings [unstamped] (Updated from 50% DRM comments and more detail)



Engineers and Consultants

- ◆ Structural Analysis Calculation [Revised]
- ◆ Rigging and Lifting Plan

Mechanical Engineering

- ◆ 90% design drawings [unstamped] (Updated from 50% DRM comments and more detail)
- ◆ Calculations [unstamped]
- ◆ O&M Manual
- ◆ Equipment Specification
- ◆ Bill of Materials (ME)

Electrical Engineering

- ◆ 90% design drawings [unstamped] (Updated 50% drawings from DRM comments plus connection diagrams, cable and conduit schedules, tray plans, and a grounding plan)
- ◆ Calculations [unstamped]
- ◆ Bill of Materials (EE)

3.5 Final Design and Issue for Construction (IFC) Phase

The final design documents will be prepared, taking into account any comments that may have come from the 90% Design Review Meeting, and checked prior to publishing all of the final design documents (Deliverables collectively mentioned above) with Washington state PE license stamps and signatures on IFC drawings and calculations.

3.6 Post-design Phase

On-site engineering support to include coordination with the crane vendor for removal of the existing trolley, bridge, and hoist equipment, and installation of the new equipment with on-site personnel. Mesa can participate in construction bid walkdowns, RFI responses during installation, on-site crane acceptance testing, and update redlines for as-built drawings. These activities are expected to be performed within the 1-year timeframe after contract award to Mesa.

4 MANAGEMENT APPROACH

4.1 Project Management Methods

4.1.1 Quality Assurance

Mesa has placed top priority on providing quality products to each of our customers. Quality is emphasized at the top levels and provided by every Mesa associate. In our commitment to excellence, our detailed review process has proven very successful in meeting customer quality expectations. We



Engineers and Consultants

practice applicable client standards and requirements, perform value engineering and constructability reviews, and provide construction and field support. Mesa aims to ensure our client is provided a safe, affordable, reliable, and quality product that is easy to operate and maintain.

Mesa has a formal Quality Assurance Quality Control (QA/QC) process. The process is established under Mesa's Corporate Quality Management Program, which provides consistent methods for planning and performing engineering and design services. The **Corporate Quality Control Management Manual (MA-QM-MAN-GEN-2000)** summarizes the requirements that apply to all work performed by Mesa Associates, Inc., and can be provided if requested.

Other key processes included in Mesa's Quality program include:

Quality Planning Process (MA-QM-SOP-GEN-2009)

This process describes how leadership within each business unit creates a plan to manage quality throughout the lifecycle of a project. The customer's QA QC requirements and additional inputs are incorporated to define the technical approach, identify resources, quality assurance control measures, and ultimately develop a plan to achieve project deliverables.

Design Control (MA-QM-SOP-GEN-1028)

This process specifies the design control measures required to ensure design activities are defined, controlled, and verified to ensure the quality of design work. Mesa's quality program requires a design check of all drawings, calculations, specifications, and other design output documents. Procedures provide requirements for reviewing and checking all design output documents (i.e., deliverables), and checklists are used by reviewers to ensure the design satisfies the design criteria and all applicable codes, standards, and client requirements.

Corrective Action Management (MA-QM-SOP-CA-2003)

This process was developed to provide a structured and standardized method to identify, document, and manage quality incidents. Quality incidents are logged as Quality Action Tickets by the owning Business Unit or Support Organization and tracked by Quality Management through the Quality Management Center SharePoint site. Quality Action Tickets are not closed until the Quality Management Team can confirm that all Corrective Actions and Actions to Prevent Recurrence have been effectively implemented.

We have been successful in meeting performance expectations for our clients, receiving excellent task performance evaluations. The majority of our MSA and EOC contracts include metrics related to performance, productivity, and cost savings. Mesa diligently works towards these initiatives, striving to demonstrate the value we bring to our customers. In the most recent evaluations with our largest customer, our company received 99%-100% in all assessment areas. We have been very successful managing all KPIs for other customers, both programmatically and at task-specific levels, such as:

- ◆ Contract Compliance
- ◆ Cost and Budget Adherence
- ◆ Project Management Process



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- ◆ Quality
- ◆ Safety
- ◆ Schedule
- ◆ Supplier Interaction

4.1.2 Budget Conformance and Cost Control

Mesa employs a structured, data-driven approach to cost control, ensuring efficient budget management and cost-effective project execution. Mesa’s proactive cost management strategies ensure that the City of Spokane receives optimal value while maintaining the highest quality, safety, and reliability standards. We use real-time cost tracking and forecasting tools, such as:

- ◆ Enterprise Management System (EMS) for real-time budget tracking and financial forecasting.
- ◆ Primavera P6 & Microsoft Project to ensure schedule adherence and resource allocation optimization.
- ◆ Value Engineering & Life Cycle Cost Analysis to identify cost-saving measures while maintaining system performance.
- ◆ Strategic Resource Management, leveraging our local Spokane, WA team to reduce travel costs and increase efficiency.

4.1.3 Schedule

Mesa is committed to effectively and efficiently completing this project to the Department’s expectations. A detailed preliminary project schedule, which is based upon receipt of authorized purchase order by 01 JUL 2025 and vendor information available when requested, is provided below. After project award, Mesa will work with the Department to prepare a final, mutually acceptable project schedule.

Milestone	Date
Estimated Project Start/ PO Received	July 1, 2025
Kickoff Meeting with Stakeholders	July 8, 2025
Site Visit to Collect Data and 3D Scans	July 10, 2025
30% Design Package Deadline	July 30, 2025
30% Design Review Meeting	August 6, 2025
50% Design Package Deadline	August 27, 2025
50% Design Review Meeting	September 3, 2025



Milestone	Date
90% Design Package Deadline	September 24, 2025
90% Design Review Meeting	October 1, 2025
Final Design/IFC Package Deadline	October 15, 2025
Post-Design Services	TBD

4.2 Relevant Experience with References

Mesa is fully capable of completing the Upriver Spillway Gantry Crane engineering design project and fulfill the minimum qualifications. Following is an overview of Mesa's similar project Experience. The projects described below are from those performed within the last 3 years as requested by the RFQ. Mesa has been involved in overhead gantry crane projects inside and outside of the powerhouse on multiple sites for more than 10 years. All crane designs have a minimum service life expectancy of 30 years or more, taking into account environmental and operating conditions.

Traveling Hoist Rehabilitation | Roanoke Rapids Hydro Facility

Client: Dominion/Crowder Construction | Barry Fletcher | 864.640.3645 | Location: North Carolina

Mesa was retained by Crowder Industrial Construction to provide engineering and design services for the Traveling Hoist Rehabilitation project at Dominion Energy’s Roanoke Rapids (RR) Hydro Power Plant. The 100-megawatt hydroelectric facility is located in Roanoke Rapids, North Carolina.

RR is equipped with two traveling hoist cars to raise and lower the spillway tainter gates. The RR hoist, rated for a maximum load of 30 tons, has been in use since the plant began operating in 1955. The traveling hoist cars required rehabilitation in order to restore the equipment to optimal operating condition. This project was for the first car rehabilitation. The second car rehabilitation is planned for the future.

The multidiscipline team from Mesa performed engineering and design for a complete mechanical package to replace the existing mechanical components within the traveling hoist car. Additionally, Mesa specified new mechanical equipment, reviewed vendor-submitted documentation, and performed limited quality assurance oversight during fabrication (shop acceptance witness testing). The design concept evaluated the existing hoist car gate lifting system and components to determine which components had become obsolete. Mesa designed a lifting system that retained as much of the original configuration as possible while satisfying current COE and CMAA design requirements. The new equipment was mounted on the structural steel frame of the existing hoist car.

Key Services:

- ◆ Calculations for mechanical equipment: gearboxes, shafts, reducers, couplers, gears, bearings, steel access hatches, and hoist chain helper winch.



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- ◆ Demolition drawings to remove existing mechanical equipment.
- ◆ Design Drawings.
- ◆ Evaluation of the existing rail car support frame.
- ◆ Develop Shop Acceptance Testing Plan and Witness Factory Acceptance Testing.
- ◆ Replacement and relocation of the existing 2000V supply cable reel.
- ◆ Specify welding processes/inspections for traveling hoist car repairs.

Floodgate Hoist System | Wylie Hydro Station

Client: Duke Energy | Jim Malton | 843.367.7332 | Location: South Carolina

Mesa Associates, Inc., was contracted by Duke Energy to provide support for a Floodgate Hoist System project at Wylie Hydro Station (WYL). Located on the Catawba River in Fort Mill, South Carolina, WYL has four generating units with a capacity of 60 megawatts.

WYL was equipped with eleven floodgates and two movable floodgate hoists that had reached the end of their usable life. The two mobile hoists were replaced with eleven new Reel COH fixed hoist units with external remote controls capabilities. Mesa installed a GE RX3i based PLC system to connect the individual hoists. The PLC system allows all the hoists to be controlled remotely to open or close the flood gates from a location in downtown Charlotte, North Carolina. The existing hoist system has two 480VAC 3-phase 4-wire power feeds. The feed for each of the two power feeds was cross-tied via the Flood Gate Hoist Double Throw Switch 1A and 1 B. Each of the two sides has a 480VAC trolley bus feeding its respective movable hoist. The new system taps the trolley bus feeders and provides a 480VAC daisy chain power connection to the new hoists. Power from the tap was “daisy-chained” between the five new fixed-hoist control panels on the powerhouse side of the dam and the six new fixed-hoists.

Key Services:

- ◆ Electrical/I&C Engineering
 - I/O list
 - Revised 480VAC single line diagram
 - New PLC cabinet arrangement and BOM
 - New PLC internal/external connection diagrams and drawings
 - New PLC I/O card schematics
 - New PLC internal wiring schematics
 - New lighting plan, details, and calculations
 - Revised grounding plan
 - New cable sheets



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- Revised panel schedules
- ◆ Structural Engineering
 - Load evaluation for existing walkway
 - PLC enclosure mounting details

Spillway Gate Hoist Replacement | Bath County Pumped Storage Station

Client: Dominion Energy | David Sweeney | 504.279.3412 | Location: Virginia

Mesa Associates, Inc. was contracted by Dominion Energy to provide support for a Spillway Gate Hoist Replacement project at the Bath County Pumped Storage Station. The upper and lower reservoirs cover 820 surface acres in Virginia's Allegheny Mountains. Completed in 1985, the pumped storage station has a generation capacity of 3,003 MW.

The hoisting mechanisms and heated seal systems for the lower spillway radial gates had reached the end of their serviceable life. Poor equipment condition and inability to locate parts made it necessary to update the obsolete machinery. Mesa provided the engineering and design to replace the hoisting mechanism and the heated seal system process skid with new, modernized equipment. A new redundant Emerson Ovation system was added to the two gates to enhance efficiency and maintenance capabilities.

Key Services:

- ◆ Electrical Engineering
 - Conduit plans and details
 - DCS cabinet arrangements, I/O list, schematics, and connection diagrams
 - Demolition and revised electrical plans and single line diagrams
 - Demolition motor schematics and connection diagrams
 - Grounding plan
 - Logic diagram
 - New motor schematics and connection diagrams
 - Procurement specifications
 - Physical installation details
- ◆ Mechanical Engineering
 - Demolition drawings for seals heating equipment skid and hoist
 - General arrangement drawings
 - Instrumentation list and specifications
 - Physical installation details



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- Procurement specifications for heating equipment skid, and hoist
- Piping and Instrumentation Diagrams and Process Flow Diagrams
- Valve list and specifications

Spillway Gate Hoist PLC | Walters Hydro Station

Client: TVA | Gary Melton | gmelton@tva.gov | Location: Tennessee

Mesa Associates, Inc. was retained by the Tennessee Valley Authority (TVA) to support an Intake Gantry Crane project at Nickajack Hydro Plant (NJH). Nickajack Dam is located on the Tennessee River in New Hope, Tennessee, and has four generating units with a summer net dependable capacity of 107 megawatts.

Over the past 25 years, the NJH 30-ton intake gantry crane has been modified twice and had the gantry drive rebuilt multiple times. Reliable crane operation is crucial for installing intake gates during emergencies as well as during routine outages. Mesa was commissioned to conduct an engineering assessment and create a Project Planning Document outlining solutions, deliverables, and estimated costs. The assessment determined that upgrading the existing crane to a 50-ton capacity was necessary but unfeasible due to its age and condition.

To improve safety and reliability, the existing 70-year-old crane was replaced with a new 50-ton crane designed to accommodate the predicted 100,000-pound loads present during an intake gate emergency. The new crane meets CMAA Class 'C' criteria, and the lifting beam complies with ASME BTH-1. The hoist, trolley, and gantry drive are rated for Variable Frequency Drive (VFD) service. The crane can be controlled from the cab chair using infinitely variable hand switches or a handheld remote-control box.

The crane was fully assembled and tested at the vendor's facility. Once it had passed all testing, it was partially disassembled, transported by barge and tractor-trailer to the site, reassembled, installed, and field tested.

Mesa served as the project's Responsible Engineer, overseeing work activities, weekly meetings, on-site support, addressing RFIs, conducting the site acceptance testing, and providing the final drawing update. Mesa also assisted the crane installer with deck and wall load analysis for the use of selected mobile equipment.

The crane was designed with the required capacity, lift, and speed, and fabricated in the same shape and style as the previous crane, maintaining the Nickajack Powerhouse's character and satisfying the historical preservation requirements.

Key Services:

- ◆ Civil, mechanical, and electrical design engineering
- ◆ Site walkdown
- ◆ Design and As-built drawing creation
- ◆ Specifications of equipment



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- ◆ Rigging & Lifting Plan creation
- ◆ Crane Assembly Support and Assessment
- ◆ Field Support, Site Acceptance Testing, Startup & Loading Testing

Powerhouse Cranes Uprate to 500T Combined Capacity | Raccoon Mountain Pumped Storage

Client: TVA | Sandy Eslinger | 423.751.6985 | Location: Tennessee

The multidisciplinary team from Mesa Associates, Inc. was retained by the Tennessee Valley Authority (TVA) to perform engineering services for a Powerhouse Crane Uprate project at Raccoon Mountain Pump Storage Plant (RPS). RPS is a pumped-storage hydroelectric underground power station just west of Chattanooga, Tennessee. The facility has a maximum power output of 1,652 megawatts with the ability to generate power for up to 22 hours.

Mesa developed the scope of work, specification, crane evaluation criteria, performed an assessment of the crane runway structure, and led the technical team to uprate the capacity of the powerhouse cranes from 440 to 500 tons, total capacity. The evaluation performed by Mesa was utilized to identify modifications required for the uprate from 440 to 500 tons combined capacity (two cranes). Mesa executed this fast-track project in support of the main rotor replacements at the facility.

Key Services:

Modification of Superstructures

- ◆ Worked together with utility personnel and the crane consultant to implement required crane modifications, which consisted of:
 - Structural modification of the crane superstructure
 - Design and fabrication of new lifting devices, including around-the-clock oversight during fabrication of the new lifting bell
- ◆ Onsite field oversight and support:
 - Crane and lifting device evaluation, inspection, and load tests at the pumped storage facility
 - Fabrication oversight and test data evaluation at the lifting bell fabricator facility
 - Test data evaluation at the load test facility

Modification of Crane Runway

- ◆ Performed a structural evaluation of the crane runway, resulting in identification of existing structural deficiencies and modifications required to support the new crane capacity
- ◆ Developed repair plan and the design modifications required for the capacity uprate
- ◆ Developed operating limits in support of the crane runway modifications



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Gantry Crane Upgrade | Jocassee Hydroelectric Station

Client: Regional Utility Services | Ray Hamby | 864.327.1993 | Location: South Carolina

Mesa Associates, Inc. was retained by Regional Utility Services (RUS) to provide support for a Gantry Crane Upgrade project at Duke Energy's Jocassee Hydroelectric Station. The Jocassee Dam supports a hydroelectric power station comprised of four turbines with a generating capacity of 710 megawatts. The station is located in South Carolina and functions as a pumped-storage facility designed to provide peaking power of 811 million kilowatt-hours per year.

Mesa provided consulting input to RUS to solve crane load cell calibration issues at the Jocassee Hydroelectric Station, a four-unit a 710-megawatt pumped-storage generating facility located in Pickens County, SC. As well as resolving the load cell design issues, Mesa provided as-built drawing revisions for the 420 (210/30/210/30) ton, 10 motor, cab operated electric overhead traveling double trolley gantry crane. The scope of work included preparation of a performance-based purchase specification for the crane load pins. Mesa provided technical support through startup.

Key Services:

- ◆ New crane power distribution drawing
- ◆ Load cell wiring block diagram and connection drawings
- ◆ New 120VAC panel schedule
- ◆ Hoisting arrangements
- ◆ Cable festoon system drawing
- ◆ Handrail arrangement/detail drawing
- ◆ Auxiliary hoist brake mounting modification detail
- ◆ Trolley arrangement drawing
- ◆ New load pin specification and installation detail
- ◆ Startup support

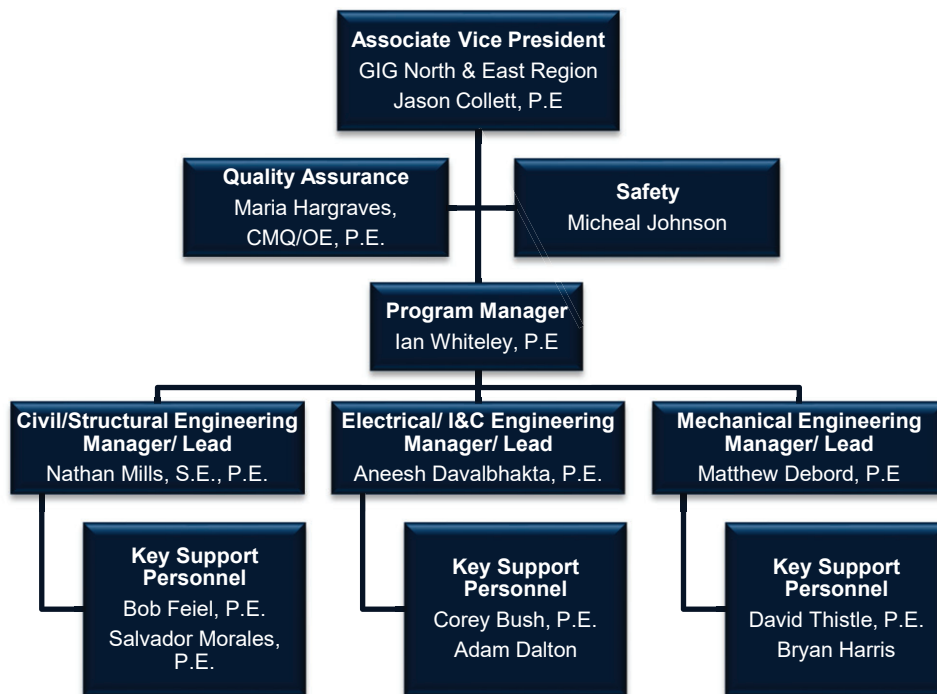


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4.3 Project Organization/Key Personnel

Mesa has assembled a highly skilled and diverse engineering team with extensive experience in electrical, structural, and mechanical engineering suited for this project. Our key personnel bring decades of expertise in design, analysis, project management, and regulatory compliance, ensuring seamless execution of capital and O&M. Resumes for key personnel who will be working on the project are provided in Appendix A. The percentage of utilization for each key personnel will depend on the schedule requirements of the project’s deadline. However, the team will be fully dedicated to each phase as needed to prioritize a high-quality and on-time design package submittal to the Department.

Figure 1: Lines of Authority Organizational Chart



Jason Collett, P.E., Associate Vice President, North & East Regions, Power Generation: Mr. Jason Collett, P.E., serves as the Associate Vice President for the North & East Regions, Power Generation. With 20 years of experience supporting nuclear, fossil, and hydropower facilities, he specializes in managing multidiscipline teams, overseeing complex plant processes, and implementing system improvements. His leadership ensures that projects are executed efficiently, within budget, and compliant with all regulatory and operational requirements. His strategic business acumen and technical expertise make him a key resource in Mesa’s ability to support the Department’s engineering needs.

Ian Whiteley, P.E., Program Manager of Pacific Northwest: Mr. Ian Whiteley, P.E., is the Program Manager for the Pacific Northwest and brings over a decade of experience in hydropower, fossil, and nuclear energy facilities, as well as forensic engineering investigations. His background in civil/structural design, project management, power plant outage support, and restoration engineering



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enable him to lead complex projects from concept to completion. His expertise also includes adherence to regulatory codes, safety programs, and quality assurance/quality control (QA/QC) compliance. Ian has successfully collaborated with engineers, contractors, and regulatory agencies, ensuring that project objectives align with industry best practices. He is conveniently located approximately 15 minutes from the project site location and would be the Project Manager for this project and the local point of contact for the Department.

Matthew Debord, P.E., Mechanical Department Manager: Mr. Harris is the Mechanical Department Manager for multidiscipline design projects in Mesa's Power Generation Business Unit. He has extensive industry experience which includes, mechanical engineering and design, machine-build mechanical design, and document control. Mr. DeBord has successfully led projects that include, but not limited to, major and minor piping design and modifications, pump station installations, high energy piping upgrades/modifications, valve replacements, pipe stress analysis, hydraulic analysis, and finite element analysis. As the Department Manager, he would mitigate workflow on this project with Bryan Harris and his staff of designers.

Bryan Harris, Subject Matter Expert Mechanical Engineering: Mr. Harris is a mechanical engineer, dam safety inspector, and material handling equipment specialist including extensive experience with cranes/material handling and gate hoist systems for dam safety and generation purposes. While at TVA, he was the River Operations Central Crane and Rigging Coordinator for cranes, lifting, rigging, and material handling. His responsibilities included multi-use spillway and powerhouse cranes. Mr. Harris was accountable for ensuring adherence to all ASME codes, OSHA regulations, standards, and corporate policies and procedures. For those cranes utilized to operate flood control gates, potential flood damage and public safety due to inoperability were part of this responsibility. While at Mesa Associates, Mr. Harris is functioning as a Consulting Crane SME assisting Utilities to determine the condition of the turbine room cranes so they can perform their original role of servicing and overhauling an aging hydro fleet. Capacity up-rates and equipment upgrades are the most common problems to be addressed on these 100+ year old cranes. Mr. Harris has been performing these pre-outage crane rehabilitation evaluations while functioning as the Owner's Engineer to follow through the process to oversee the final scoping, design, and upgrade process to eliminate outage downtime and costly emergency repairs that will normally halt the outage progress.

Aneesh Davalbhakta, P.E., Electrical Department Manager/ Engineering Lead: Mr. Aneesh Davalbhakta, P.E., serves as Electrical Department Manager and Engineering Lead with 15 years of experience in electrical engineering, arc flash hazard mitigation, relay programming, and power system design. His expertise in load flow studies, short circuit analysis, and power distribution design allows him to provide client-focused and maintenance-friendly engineering solutions. He has successfully led multidiscipline engineering teams while coordinating with equipment manufacturers, contractors, and plant operators to ensure seamless project execution and adherence to safety protocols.

Corey Bush, P.E., Electrical Engineer: Mr. Corey Bush, P.E., is a Lead Electrical Engineer with experience managing electrical and multidiscipline design projects for clients such as Duke Energy, Tennessee Valley Authority, and various fossil, gas, and hydroelectric plants. Corey has successfully



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led projects ranging from \$10,000 to \$500,000, including relay replacements, pump station designs, and motor control center upgrades. His expertise in ETAP and SKM modeling for load flow, arc flash, short circuit, and protective device coordination ensures that electrical systems operate safely and efficiently.

Adam Dalton, P.E., Electrical Engineer: Mr. Adam Dalton, P.E., is an Electrical Engineer with experience in thermal and performance testing at power generation facilities and power systems. His experience in performance testing afforded him the opportunity to visit multiple types of power generation sites across the United States. As a result of his testing background, he has a strong understanding of instrumentation, calibration, and metrology. Having recently worked on a traveling hoist rehabilitation project at Roanoke Rapids for Dominion Energy to redesign the spillway gate hoist with a variable frequency drive, Mr. Dalton will be an asset to the electrical design effort on this project.

Nathan Mills, P.E., S.E., Civil/Structural Department Manager/ Engineering Lead: Mr. Mills has combined experience in civil and structural engineering in the power generation, power delivery substation, commercial, industrial, and government industries. His experience includes analysis, design, and project management. His typical project responsibilities include leading teams that provide detailed design packages for substations of varying voltages. Design packages include foundation and steel design calculations, finite element analysis, detailed construction drawings, and construction field support.

Bob Feiel, P.E., Project Engineer: Mr. Feiel is proficient in structural design and project management. He has experience with technical oversight of multidiscipline projects and the structural design and construction administration of buildings and components utilizing reinforced concrete, structural steel, metal stud framing, and light timber framing. Mr. Feiel is also knowledgeable in structural assessment and repair recommendations for damaged/corroded structural framing.

Salvador Morales, P.E., Civil/Structural Engineer: Licensed Civil/Structural Engineer with experience in the design and analysis of (steel, concrete, masonry, and wood) structures. Main responsibilities include, but are not limited to, assisting the Senior Structural Engineers in the development of key deliverables such as load developments, calculation packages for concrete design, steel design, anchorage design, and 3D FEA models. Further responsibilities also include the development of building specifications, shop drawing review, and design reviewer for calculations and drawings. Mr. Morales' main projects include experience in industrial facilities, commercial buildings, and repairs in power generation stations. His overall experience includes work in Commercial projects collaborating with Architects for all four types of construction of low-rise buildings and single-family dwellings. Also experienced in Government projects for the Department of Energy (DOE) which included support for the design and analysis of concrete and steel buildings conforming to DOE standards for a nuclear facility in the southwest region of the U.S. Mr. Morales has experience in hoist design and structural analysis that will be well suited for this project.

Maria Hargraves, CMQ/OE, P.E., Director of Quality, Professional/Consulting Engineer: Ms. Maria Hargraves, CMQ/OE, P.E., serves as Director of Quality and has extensive experience in quality management, process improvement, and regulatory compliance. Her expertise in design review,



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quality control, and root cause analysis ensures that all engineering deliverables meet the highest industry standards.

Michael Johnson, Corporate Safety Manager: Mr. Michael Johnson, the Corporate Safety Manager, brings extensive experience in occupational safety and regulatory compliance, having worked for Tennessee OSHA as both a compliance officer and a safety supervisor. He specializes in hazard identification, workplace safety programs, and incident prevention strategies. His knowledge of OSHA regulations, safety audits, and training programs ensures that Mesa's projects adhere to the highest safety standards.

4.4 Subcontracting

Mesa does not anticipate the use of outside contractors for the design of this gantry crane project.

4.5 Disqualification

Mesa has never been disqualified from professional services on any state or federal contract, nor have had a contract terminated for default in the last five years.

5 PROPOSAL AUTHORIZATION

This proposal is duly authorized by the identified company representative to bind Mesa Associates, Inc. for 60 days from June 6, 2025.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Timothy B. Ramsey', is written over a light blue horizontal line.

Timothy B. Ramsey, P.E.
Sr. Vice President

(865) 621-5402
tramsey@mesainc.com



APPENDIX A: Key Personnel Resumes



A Bush_Corey.pdf



A Collett_Jason.pdf



A Dalton_Adam.pdf



A Davalbhakta_Aneesl



A DeBord_Matt.pdf



A Feiel_Bob.pdf



A Hargraves_Maria.pd



A Harris_Bryan.pdf



A Johnson_Micheal.pc



A Mills_Nathan.pdf



A Morales_Salvador.pc



A Whiteley_Ian.pdf

ATTACHMENT 1

REQUEST FOR QUALIFICATIONS - TERMS AND CONDITIONS

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted to the City of Spokane's online procurement system <https://spokane.procurement.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

5. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

6. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

7. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

8. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

9. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

10. 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 Firm 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 Firm.

11. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Firm shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Firm in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Firm shall comply with the provisions of Chapter 49.60 RCW in all activities relating to any Contract/Grant Agreement.

In compliance with these acts, this material can be made available in an alternate format by request through ProcureWare question tab.

12. BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

13. COMPOST POLICY

All projects that include design services for a) landscaping, b) construction & postconstruction soil amendments, c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both, shall plan for the use of compost in these projects to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.

14. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

15. ANTI-KICKBACK

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

16. DISPUTES

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

17. TERMINATION

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond

such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.

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.

19. LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its

officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

20. INSURANCE COVERAGE

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

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

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

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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



Engineers and Consultants

June 16, 2025

Tanya Lester
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

**City of Spokane – Upriver Spillway Gantry Crane Design
Mesa Proposal No. 25PGNO109--Addendum**

Dear Ms. Lester:

Per the request of the City of Spokane, the following updated information for an expedited schedule and cost estimate for the effort is being presented for review and consideration.

SCOPE CLARIFICATIONS:

Structural

The structural scope includes design of a new gantry crane frame to support the new crane equipment. In accordance with the RFQ document, Mesa will design the new gantry crane frame to match the geometry of the existing frame, with the following modifications/clarifications:

- ◆ Hook height will be 2ft higher than existing
- ◆ Maximum east travel (upstream) will be 2ft further than existing.
- ◆ Only four (4) wheels will be used for north/south travel
- ◆ The gantry crane frame will be designed without vertical bracing in the long direction (Side Elevation) so that stop logs do not interfere with the bracing. Moment frame connections will be utilized in lieu of bracing. In the short direction (End Elevation), vertical knee bracing will be used to resist lateral forces to match existing conditions. Horizontal angle bracing will be used at the top of the gantry crane frame to serve as a diaphragm, to match existing conditions.
- ◆ Based on the above, Mesa will develop a set of Issued For Construction (IFC) design drawings for the new gantry crane frame.

Electrical

Electrical characteristics will be written to include the motor, disconnecting means, and local starting capabilities in the specification for the new gantry crane. The existing power feed will be reused unless considered inadequate due to the sizing or age of the cable. The crane will be controlled locally. The new gantry crane system will not require any remote controls, indications, or alarms in the control room.

The plant electrical model using software such as ETAP will be updated to show the loads added to this project. Arc Flash, Short Circuit, and Protection & Coordination Analysis will



Engineers and Consultants

Upriver Spillway Gantry Crane Design
Mesa Proposal No. 25PGNO109--Addendum

be provided in a new calculation, and Arc Flash Labels will be provided under this scope of work.

Mechanical

In support of selecting the new crane equipment, the mechanical scope of work will be to develop a detailed performance specification for the new equipment. The specification will base on the performance characteristics of the existing gantry crane system.

DELIVERABLE CLARIFICATIONS:

Gantry Crane Specification including multi-discipline inputs: Electrical, Mechanical, and Structural

Electrical - 90% Drawing Set

- ◆ Single Line Diagram
- ◆ Wiring Diagram
- ◆ Conduit Plan
- ◆ Grounding Plan
- ◆ Demolition Drawings
- ◆ Cable Schedule
- ◆ Conduit Schedule
- ◆ Updated ETAP Model
- ◆ Arc Flash, Short Circuit, and Protection & Coordination analysis report
- ◆ Arc Flash Labels

Structural - 90% Drawing Set:

- ◆ Structural Analysis & Design Calculation for New Gantry Crane Framing (Qty. 1)
- ◆ Structural General Notes and Specifications (Qty. 1)
- ◆ Gantry Crane Base Framing Plan & Top Framing Plan (Qty. 1)
- ◆ Gantry Crane Elevations (Qty. 1)
- ◆ Gantry Crane Sections/Details (Qty. 1)

ASSUMPTIONS FOR THE EXPEDITED SCHEDULE:

This proposal is based on the following assumptions:

General

- ◆ Mesa Standards will be used to prepare all drawings.
- ◆ Existing drawings accurately reflect the current plant configuration and will be used as a project design input.
- ◆ All existing drawings will be provided in CAD format. CAD conversion or checking of converted drawings is not required, and all existing equipment is accurately detailed on existing plant drawings.
- ◆ Redrawing existing plant drawings is not part of this project.
- ◆ The kick-off meeting will be held via videoconference.



Engineers and Consultants

Upriver Spillway Gantry Crane Design
Mesa Proposal No. 25PGNO109--Addendum

- ◆ The 90% Design Review Meetings (DRM) will be held via videoconference.
- ◆ City of Spokane will purchase any new equipment for this project.
- ◆ Others will provide test and checkout procedures.
- ◆ Others will provide testing and commissioning.
- ◆ This proposal includes one (1) site visit to Upriver Spillway after the project kick-off meeting.
- ◆ A manufacturer site visit is not required for fabrication support. Coordination with the manufacturer can be performed remotely via email and teleconference. If site visits to the manufacturer's fabrication shop are required, these costs can be added at a T&M rate once the crane vendor contract has been awarded and their fabrication location has been established.
- ◆ Construction support is not included. The RFP is for design services only and therefore the assumption that Mesa would be needed for construction support has been corrected to exclude this post-design service. If Mesa is needed for construction support, a Change Order or amendment to the contract for the additional cost associated with the post-design service can be negotiated at that time.
- ◆ The scope is limited to items discussed in this proposal & addendum.

Electrical

- ◆ City of Spokane will assign any equipment, cable, and conduit identifiers required for this project.
- ◆ DCS or PLC wiring is not required.
- ◆ Control room controls, indications, or alarms can be added for an additional fee.
- ◆ Sufficient lighting is available in the area. Lighting details are not included in this proposal but can be provided if requested by City of Spokane for an additional fee.
- ◆ ETAP version 22 will be used.
- ◆ Arc flash labels will be installed by others.

Mechanical

- ◆ The new gantry crane performance will be based on the existing crane's performance characteristics.
- ◆ Detailed calculations to develop crane capacity requirements for the installation of the stop logs or other crane uses is not required. Existing crane capacity is assumed to be adequate for the service.
- ◆ All operational requirements for the crane will be provided by the owner at project kickoff. This includes but is not limited to final crane capacity, hook configuration, travel speed, cable length, hoist speed, etc.



Engineers and Consultants

Upriver Spillway Gantry Crane Design
 Mesa Proposal No. 25PGNO109--Addendum

Structural

- ◆ Gantry crane capacities/loads used in design of the framing will be as specified in Attachment 3 of the RFQ Documents.
- ◆ Analysis/repairs for the existing work bridge, if required, are by others. Mesa drawings will specify the total self-weight of the new gantry crane and maximum wheel reaction.
- ◆ Structural design drawings will detail out all steel connections, geometry, and member sizes. However, shop drawings will not be created (i.e. single part drawings).

UPDATED SCHEDULE

Milestone	Date
Estimated Project Start/ PO Received	June 24, 2025
Kickoff Meeting with Stakeholders	June 26, 2025
Site Visit to Collect Data and 3D Scans	July 1, 2025
90% Design Package Deadline	August 14, 2025
90% Design Review Meeting	August 18, 2025
Final Design/IFC Package Deadline	August 22, 2025

PRICE:

The time & material price to perform the scope of work as detailed in this proposal is based on an estimated 745 man-hours. The price is:

\$122,560.00

Mesa invoices on a monthly basis. All invoices are NET30. The price and schedule provided in this proposal is applicable for 60 days from June 16, 2025.



Engineers and Consultants

I appreciate the opportunity to submit this proposal. Should you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Ian Whiteley'. The signature is written in a cursive style with a horizontal line extending through the middle of the letters.

Ian Whiteley, PE
Program Manager
(509) 290-9902
iwhiteley@mesainc.com
ICW/cmh



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Dec 06, 2024

Profit Corporation

Unified Business ID #: 602965320

Business ID #: 001

Location: 0001

Expires: Nov 30, 2025

MESA ASSOCIATES, INC.

STE 512

502 W RIVERSIDE AVE

SPOKANE WA 99201-5118

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

UBI: 602965320 001 0001

MESA ASSOCIATES, INC.
STE 512
502 W RIVERSIDE AVE
SPOKANE WA 99201-5118

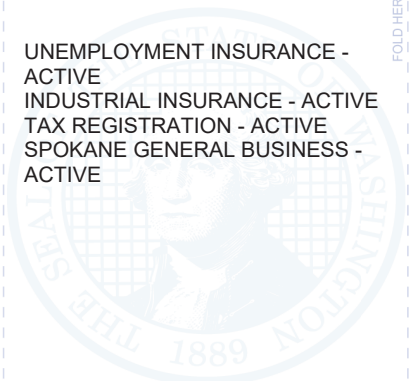
FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE

Expires: Nov 30, 2025



Director, Department of Revenue

IMPORTANT!

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

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2025

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

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

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Katie Haskett (205) 529-9471 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: khaskett@mcgriff.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Property Casualty Company of America	NAIC # 25674
INSURER B : Travelers Commercial Casualty Company	40282
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 Mesa Associates, Inc., Mesa Associates, LLC, Mesa Technical Services, LLC, Mesa Robotics, Inc., Mesa Properties Alabama, L.L.C.
 480 Production Avenue
 Madison, AL 35758

COVERAGES

CERTIFICATE NUMBER:DYP5T6VL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> applies per location GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-630-7R410574-TIL-24	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			810-7R570895-24-43-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7R885912-24-43	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 Products/Compl Ops Agg \$ 11,000,000
B	WORKERS COMPENSATION AND EMPLOYERS@LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-8J498255 This policy is for AL,AZ,CA,CO,CT,DE,FL,GA,IA,IL,IN,KS,KY,LA,MA,MD,MI,MO,MS,MT,NC,NH,NJ,NY,OK,OR,PA,SC,TN,TX,VA,WI,WV operations only.	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Spokane, its officers and employees are Additional Insured with respect to General Liability, Automobile Liability and Umbrella/Excess Liability policies as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 915 N. Nelson St. Spokane, WA 99202	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <div style="text-align: right; margin-top: 20px;"> </div>
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Certificate Of Completion

Envelope Id: 622B1D7F-A741-4592-8DE7-261F057E19A3
Subject: OPR 2025-0501 - CONTRACT - MESA ASSOCIATES INC
Source Envelope:
Document Pages: 55
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking


Status: Original
7/23/2025 3:36:01 PM

Holder: Daniel Rose
drose@spokanecity.org

Location: DocuSign

Signer Events

Laurie Farnsworth
lfarnsworth@spokanecity.org
Acting City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 198.1.39.252

Timestamp
Sent: 7/23/2025 3:41:26 PM
Viewed: 7/23/2025 4:31:01 PM
Signed: 7/23/2025 4:31:23 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Tim Ramsey
TRAMSEY@MESAINC.COM
Senior Vice President
Security Level: Email, Account Authentication (None)


Signature Adoption: Drawn on Device
Using IP Address: 170.85.56.254

Sent: 7/23/2025 4:31:25 PM
Viewed: 7/24/2025 5:27:19 AM
Signed: 7/24/2025 5:28:25 AM

Electronic Record and Signature Disclosure:
Accepted: 7/24/2025 5:27:19 AM
ID: 9fe577d3-de19-4fc5-bab5-06a2edb11006


Elizabeth Schoedel
eschoedel@spokanecity.org
Assistant City Attorney - approved as to form only
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.5

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Signed: 7/24/2025 8:24:57 AM

Electronic Record and Signature Disclosure:
Accepted: 7/24/2025 8:24:48 AM
ID: 9dc7585c-abec-4d35-a4cb-5824ddb5eb8c

Alexander Scott
ascott@spokanecity.org
City Administrator
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Using IP Address:
2605:59c8:75f:ff10:3159:6811:b9ad:aa09
Signed using mobile

Sent: 7/24/2025 8:24:59 AM
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Signed: 7/24/2025 8:26:47 AM

Electronic Record and Signature Disclosure:
Accepted: 7/24/2025 8:26:34 AM
ID: 4273d650-9877-415c-adcc-02bb10664ec3

Signer Events	Signature	Timestamp
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Laurie Farnsworth
 lfarnsworth@spokanecity.org
 Acting City Clerk
 City of Spokane
 Security Level: Email, Account Authentication
 (None)

Laurie Farnsworth



Sent: 7/24/2025 8:26:49 AM
 Resent: 7/24/2025 11:21:46 AM
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 Signed: 7/24/2025 11:32:42 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 155.190.3.6

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	7/24/2025 11:21:46 AM
Certified Delivered	Security Checked	7/24/2025 11:31:56 AM
Signing Complete	Security Checked	7/24/2025 11:32:42 AM
Completed	Security Checked	7/24/2025 11:32:42 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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All notices and disclosures will be sent to you electronically

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To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



City of Spokane

Minor Contract Summary

Clerk File #
OPR 2025-0501

Destruct Date
01/01/2033

Cross Ref

Alt File #

Department Name *
WATER & HYDROELECTRIC SERVICES

Department Project #

CR #

Starting Date

Submitter
LAGA

Primary Contact
TANYA LESTER

Primary Contact Email
TLESTER@SPOKANECITY.ORG

Contractor/Consultant

Name\Contractor\Firm *
MESA ASSOCIATES, INC

Contact Name
TIM RAMSEY

Contact Email
TRAMSEY@MESAINC.COM

Address
480 PRODUCTION AVENUE

Remittance Address
Remittance City, State, Zip

City, State, Zip
MADISON, ALABAMA 35758

Summary of Services

Description *
Provide Upriver Spillway Gantry Crane Design Services

Special Instructions for Clerks Office

Contract Cost

Total Amount *
\$0.00

Effective Date *
01/01/2026

Expiration Date *
12/31/2026

Contract Type *
EXTENSION

If new vendor, W-9 and ACH form has been submitted to Accounting *
YES

Quotes (per Purchasing Policy to be kept on file in Dept.) *
NO

Insurance Certificate (attach to the contract) *
YES

YES

If Public Works Contract, Contractor has been notified of State Law requirements. *

NO

Grant Related (If the contract is grant related, the Accounting – Grants Department must approve) *

NO

Is this a Lease? *

NO

Electronic Approvals

Accountant for Review *

AALBINMOORE

Additional Review (Optional)

Accountant

ALBIN-MOORE, ANGELA

Date

12/23/2025

Department Head

HOPKINS, LEON

Date

12/23/2025

Division Head

Date

Grants (If applicable)

Date

Distribution List

Contractor Email

tramsey@mesainc.com

Contract Accounting Email

accountspayable@spokanecity.org

Dept Contact Email

Tlester@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

dstpierre@spokanecity.org

Additional Email

laga@spokanecity.org

Additional Email

rproszek@spokanecity.org

Additional Email

Additional Email

Additional Email

wateraccounting@spokanecity.org



City of Spokane
NO-COST EXTENSION
Title: **UPRIVER SPILLWAY GANTRY
CRANE DESIGN**

This No-Cost Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MESA ASSOCIATES, INC**, whose address is 480 Production Avenue, Madison, Alabama 35758, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into an Agreement wherein the Consultant agreed to provide Upriver Spillway Gantry Crane Design Services, in accordance with RFQu 6402-25; and

WHEREAS, additional time is required, and thus the Agreement time for performance needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Agreement, dated July 24, 2025, 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 No Cost Extension shall become effective on January 1, 2026, and shall run through December 31, 2026.

3. COMPENSATION.

There is no additional cost associated with this Contract Extension; therefore, it will be considered a "no-cost Contract Extension".

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 No-Cost Extension by having legally-binding representatives affix their signatures below.

MESA ASSOCIATES, INC.

CITY OF SPOKANE

By *Tim Ramsey* 12/26/2025
Signature Date

By *Marlene Feist* 12/29/2025
Signature Date

Tim Ramsey
Type or Print Name

Marlene Feist
Type or Print Name

Senior Vice President
Title

Public Works Director
Title

Attest:

Approved as to form:

Tim Szambelan
City Clerk

Tim Szambelan
Assistant City Attorney

Attachments that are part of this Agreement:

N/A

25-259a



Certificate Of Completion

Envelope Id: C857270D-2DB2-44AD-B90A-BD1FDC2127F3
Subject: OPR 2025-0501 - AMENDMENT - MESA ASSOCIATES INC
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Daniel Rose
808 W. Spokane Falls Blvd.
Spokane, WA 99201
drose@spokanecity.org
IP Address: 198.1.39.252

Record Tracking

Status: Original
12/26/2025 10:00:14 AM

Holder: Daniel Rose
drose@spokanecity.org

Location: DocuSign

Signer Events

Tim Ramsey
TRAMSEY@MESAINC.COM
Senior Vice President
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Drawn on Device
Using IP Address: 170.85.6.254

Timestamp

Sent: 12/26/2025 10:02:58 AM
Viewed: 12/26/2025 3:54:43 PM
Signed: 12/26/2025 3:55:15 PM

Electronic Record and Signature Disclosure:
Accepted: 12/26/2025 3:54:43 PM
ID: cd6113cf-58d9-4d7e-a7f4-bbc0056fe059

Tim Szambelan
tszambelan@spokanecity.org
Timothy E. Szambelan Assistant City Attorney
City of Spokane
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 67.168.51.9
Signed using mobile

Sent: 12/26/2025 3:55:17 PM
Viewed: 12/26/2025 3:55:29 PM
Signed: 12/26/2025 3:55:48 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Marlene Feist
mfeist@spokanecity.org
Public Works Director
City of Spokane
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.7

Sent: 12/26/2025 3:55:49 PM
Resent: 12/29/2025 8:35:35 AM
Viewed: 12/29/2025 4:49:18 PM
Signed: 12/29/2025 4:49:41 PM

Electronic Record and Signature Disclosure:
Accepted: 12/29/2025 4:49:18 PM
ID: 13c383a8-4ab5-4e4a-81bf-9065a40d6ba3

Terri L. Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.5

Sent: 12/29/2025 4:49:42 PM
Viewed: 12/30/2025 11:48:57 AM
Signed: 12/30/2025 11:49:10 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/26/2025 10:02:59 AM
Certified Delivered	Security Checked	12/30/2025 11:48:57 AM
Signing Complete	Security Checked	12/30/2025 11:49:10 AM
Completed	Security Checked	12/30/2025 11:49:10 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.



City of Spokane
CONTRACT AMENDMENT
Title: **UPRIVER SPILLWAY GANTRY
CRANE DESIGN**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **MESA ASSOCIATES, INC.**, whose address is 480 Production Avenue, Madison, Alabama 35758, 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 Upriver Spillway Gantry Crane Design Services, in accordance with RFQu 6402-25; and*

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 24, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 20, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Engineering Services regarding FERC Chapter 6 Temporary Emergency Action Plat (TCEAP) Development, Review the Existing Quality Control Plan (QCP) Document for Compliance, and additional engineering requested by the Water Department.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY-TWO THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$32,240.00)** plus tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MESA ASSOCIATES, 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:

Amended Scope of Work document – Project Deviation Notice #25214001-001 dated March 23, 2026.

26-073a



Engineers and Consultants

Project Deviation Notice

PDN Number: 25214001-001
Date: 23 MAR 2026

Client: City of Spokane: Water Department
Client Project Engineer: Richard Proszek
Required Approval Date: 26 MAR 2026

Client Project Manager: Richard Proszek
Mesa Project Number: 25214001
Original Request/PO Number: OPR 2025-0501

PDN Title: Client requested scope additions

Project Title: Upriver Spillway Gantry Crane Design

Site/Location: Upriver Spillway/Spokane, WA

- Does this change affect project scope? No Yes (if yes complete 1, 2, and 5 below)
- Does this change affect project schedule? No Yes (if yes complete 1, 2, 3, and 5 below)
- Does this change affect project budget? No Yes (if yes complete 1, 2, 4, and 5 below)

1. Describe the change in project scope, schedule, or budget:

The City of Spokane Water Department requested from Mesa to implement design optimizations after receiving the 100% IFB (Issued for Bid) design package for the counterweight to be segmented so it can be positioned between the metal coverings (aka doghouses) on the Spillway deck. Since the time constraint was no longer a factor, Mesa looked into the possibility that was voiced by the City of Spokane personnel to have a permanent in-place counterweight that required alterations to the previously designed structures connections and load paths. Mesa was instructed to utilize the remaining budget that was set aside for post design effort to conduct this optimization effort. Also, Mesa collaborated with LSB Consultants for the anchorage design for the gantry crane while in the stored position, which was outside of the original scope of the RFP.

Mesa was asked to provide additional scope for engineering services to consult as a 3rd party auditor to review and provide collaborative guidance on FERC Chapter 6 Temporary Construction Emergency Action Plan (TCEAP) development and review the existing Quality Control Plan (QCP) document for compliance.

Budget

Mesa will provide approximately an additional 140-manhours of design engineering services to facilitate the client requested changes. For the TCEAP/QCP documents, the budget estimation is an additional 60-manhours of review and document development.

2. Identify the reason for the change (including names, dates, and circumstances):

The reason for the changes was to optimize the design with the requests made to Mesa, described above, and to add scope to the project for the creation/audits on the TCEAP/QCP documents, respectively.

3. Identify any elements that affect schedule:

New Project End Date: 12/31/26

To incorporate the requested revisions, Mesa proposes to submit the revised design documents within one (1) week after receipt of PDN approval. As for the end of the project, the FERC review may take six (6) months so as a conservatism, placing the project end date for post design activities to the end of the year.



Engineers and Consultants

Project Deviation Notice

PDN Number: 25214001-001
Date: 23 MAR 2026

4. PDN man hour and budget summary:

Original price type: time and material

PDN price type: time and material

PDN BUDGET SUMMARY		
Task	Total Manhours	Labor
Overages and Post Design Recovery	140	\$25,000
Additional Option: TCEAP/QCP Effort	60	\$7,240
Total	200	\$32,240

5. Review and Approval

Originator: Ian Whiteley Date: 3/20/2026 Disc. Lead: _____ Date: _____

Dept. Mgr: _____ Date: _____ Proj. Engr: Nathan Mills Date: 3/23/2026

Proj. Mgr:  Date: 3/23/2026 Client PM: _____ Date: _____



Project Deviation Notice

PDN Number: 25214001-001
Date: 23 MAR 2026

PDN Summary

PDN BUDGET SUMMARY			
Type	Labor	Total Expenses	Line Subtotal
APPROVED			
Original Task	\$120,558.00	\$2,002.00	\$122,560.00
PENDING			
PDN 001	\$32,240.00	\$0.00	\$32,240.00
TOTAL	\$152,798.00	\$2,002.00	\$154,800.00



< **Business Lookup**

License Information:

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

Entity name: MESA ASSOCIATES, INC.

Business name: MESA ASSOCIATES, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-965-320

Business ID: 001

Location ID: 0001

Location: Active

Location address: 502 W RIVERSIDE AVE
STE 512
SPOKANE WA 99201-5118

Mailing address: PO BOX 196
MADISON AL 35758-0196



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business				Active	Nov-30-2026	Dec-03-2020

Owners and officers on file with the Department of Revenue

Owners and officers

Title

CUTSHAW, TIM

GUYETTE, GARY

HEADRICK, REGGIE

HURST, KEITH

JORDAN, RICK

RAMSEY, TIM

SAVANT, RANJANA



Owners and officers

Title

VARNER, BRETT

The Business Lookup information is updated nightly. Search date and time:
12/2/2025 10:20:57 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

March 26, 2026

WA UBI No.	602 965 320
L&I Account ID	683,664-00
Legal Business Name	MESAASSOCIATES INC
Doing Business As	MESAASSOCIATES INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2025 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

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:** 04/13/2026**Committee Agenda type:** Consent**Date Rec'd**

4/7/2026

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 05/11/2026**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #

RFQ 6517-26

Contact Name/Phone

REINER 509-625-7821

Requisition #**Contact E-Mail**

RHERSHAW@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE BWILKERSON ZZAPPONE

Sponsoring at Administrators Request

NO

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

UPRIVER TRANSFORMER SERVICE

Agenda Wording

Service and repair two (2) 13.8kv oil cooled transformers at Upriver Hydroelectric Project.

Summary (Background)

This project is to service and inspect the two GSU transformers at the Upriver Hydroelectric Project and Well Electric & Parkwater well stations. One of the existing transformers is from 1984, the other is from 1986. The attached public works project will provide for service, inspection and repairs to extend the working life of the transformers, ensure reliable operations for the two largest well stations in the City, continue to provide for the sale of excess electricity, and reduce safety concerns.

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase reliability for the two largest well stations.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 111,147.39
Current Year Cost	\$ 111,147.39
Subsequent Year(s) Cost	\$ Zero
<u>Narrative</u>	
This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding	
Amount	
Budget Account	
Revenue	\$ 111,147.39
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Water Dept CIP, 4100-42490-94340-56501-11082	
Expense Occurrence One-Time	
Other budget impacts (revenue generating, match requirements, etc.)	
Increase to hydroelectric power generation.	
Approvals	
Dept Head	MCDANIEL, ADAM
Division Director	
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SZAMBELAN, TIMOTHY
For the Mayor	
Additional Approvals	
PURCHASING	PRINCE, THEA
Distribution List	
Philip Rhyne prhyne@silvey.com	rhershaw@spokanecity.org
jmeyer@spokanecity.org	crickman@spokanecity.org
tlester@spokanecity.org	tprince@spokanecity.org
rrpenaluna@spokanecity.org	nrussell@spokanecity.org

Committee Briefing Paper

Select Committee Name

Committee Date	April 13, 2026
Submitting Department	Water and Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Upriver Transformer Service
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	This project is to service and inspect the two GSU transformers at the Upriver Hydroelectric Project and Well Electric & Parkwater well stations. One of the existing transformers is from 1984, the other is from 1986. The attached public works project will provide for service, inspection and repairs to extend the working life of the transformers, ensure reliable operations for the two largest well stations in the City, continue to provide for the sale of excess electricity, and reduce safety concerns.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$111,147.39 Current year cost: \$111,147.39 Subsequent year(s) cost:</p> <p>Narrative: <u>This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.</u></p> <p>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? Water Dept CIP, 4100-42490-94340-56501-11082</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

- 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase reliability for the two largest well stations.

Council Subcommittee Review

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



City of Spokane
PREVENTATIVE MAINTENANCE AGREEMENT
Title: 13.8 KV TRANSFORMER SERVICE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **AUBREY SILVEY ENTERPRISES, INC.**, whose address is 371 Hemp Jones Road, Carrollton, Georgia 30117, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to provide 13.8 kv Transformer Service, Transformer Oil Change Service and Testing Service; and

WHEREAS, the Contractor was selected from RFQ 6517-26.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 1, 2026, and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED FORTY-SEVEN AND**

39/100 DOLLARS (\$111,147.39), plus applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR #2024-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

6. TAXES, FEES AND LICENSES.

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

7. PREVENTATIVE MAINTENANCE.

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

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

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

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.
- E. **Pollution Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate for the duration of the contract. When required coverage may need to be in place for up to six (6) years after completion of the project per RCW 4.16.310. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage.

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

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

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

AUBREY SILVEY ENTERPRISES, 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:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Response to RFQ

26-080

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

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

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C

Bid Response Summary

Bid Number RFQ 6517-26
Bid Title 13 kv Transformer Service
Due Date Friday, March 20, 2026 2:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Aubrey Silvey Enterprises Inc
Submitted By Brian Miller - Friday, March 20, 2026 10:29:23 AM [(UTC-08:00) Pacific Time (US & Canada)]
 bmillier@silvey.com 5033175313

Comments

Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walkthrough			
	1.	A Mandatory Pre-Bid Meeting/Walkthrough will be held on Thursday, February 19th, 2026, at 2:00 PM at the Upriver Dam: 2701 N Waterworks St, Spokane WA 99212	Yes
TERMS & CONDITIONS			
	1.	I have read, understand and agree to the Terms & Conditions listed in the document in the Documents Tab titled "Attachment 2 - RFQ 6517-26 Terms & Conditions".	AGREED AND ACKNOWLEDGED
	2	If answer is " AGREED WITH EXCEPTION IDENTIFIED", Attached exception Document title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for 13.8 KV Transformer Services for the Water & Hydroelectric Services Department.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree

GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
INVOICING	Invoices must be submitted to Water & Hydroelectric Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2026-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work no later than October 31st, 2026.	I acknowledge and agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Brian Miller 503-317-5313 bmillier@silvey.com
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree

1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	I acknowledge and agree
C.	Statement of Intent	Yes

1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree
D.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
E.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Yes
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The Scope of this project is to solicit responses from interested Bidder(s) to provide a one-time service and repair to two (2) 13.8kv primary, oil cooled transformers at the Upriver Hydroelectric Project. Switchyard 1 transformer is 7.5MVA, 2400v secondary. Switchyard 2 transformer is 24MVA, 4160v secondary.	I acknowledge and agree
Scope of Work	It is the intent of the City of Spokane Water Dept to possess two (2) reconditioned transformers at the conclusion of this project with an expected service life of 15+ years.	I acknowledge and agree

Scope of Work	<ul style="list-style-type: none"> The transformers do not contain any PCBs. Documentation from an accredited laboratory is available upon request. Switchyard #1 transformer has known poor/bad DGA results that are suggestive of internal hot spots and/or arcing. Oil and bushings are assumed to be 1987 vintage. Switchyard #2 transformer has minor, visible leaks from the north auxiliary connection port. Oil and bushings are assumed to be 1984 vintage. 	I acknowledge and agree
Scope of Work	<ul style="list-style-type: none"> Bidder (Company) shall be expected to replace the following: <ul style="list-style-type: none"> a. Transformer oil b. All bushings, gaskets and seals c. All exterior mechanical gauges (level, temperature, etc) with or without electrical contacts 	I acknowledge and agree
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
BID		
BIDDERS DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read document Attachment 1 - RFQ 6517-26 Bid Document and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and agree
BIDDERS DECLARATION	The Bidder submitting this bid certifies that they have read document Attachment 1 - RFQ 6517-26 Rev 03112026 per Addendum 4	I acknowledge and agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	Yes
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	4
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	City of Spokane.pdf
BID PROPOSAL PRICING PAGES	Please complete the pricing pages document in the 'Documents' tab and upload here. " Attachment 7 - RFQ 6517-26 Bid Proposal Pricing Pages rev 03112026"	Attachment 7 - RFQ 6517-26 Bid Document Pricing Pages rev 03112026 (1).pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	EC AUBRESE862DO
#2	Provide Contractor's U.B.I. Number	601-153-402

#3	Provide Contractor's Washington Employment Security Department Number	000-011140-00-2
#4	Provide Contractor's Washington Excise Tax Registration Number	601-153-402
#5	Provide Contractor's City of Spokane Business Registration Number	NA
<p>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</p>		
#1	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	I acknowledge

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # RFQ 6517-26 13 Kv Transformer Service

EVALUATION:

For evaluation purposes, award of contract will be to lowest responsive responsible bidder based on the overall-extended total cost comprised of: All-Inclusive Firm Fix Price To Provide Service Transformer Oil Change Service, Bushing Change Out Service, Transform Testing Service.

PAYMENT.

Resulting Contract will be for a one-year unit price contract. Contractor will only be paid for actual services requested incurred, performed, and accepted per contract per contract rates. Subject to mutual agreement, the contract may be extended for three (3) additional one-year periods with the total contract period not to exceed four (4) years.

BIDDER'S DECLARATION.

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

SALE TAX.

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

BID OFFER.

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

October 1, 2026 Through September 30, 2027

Prices shall be firm throughout the first year of the contract period.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.

Transformer Oil Change Service	
Bidder's all-inclusive, firm-fixed price to perform service. The all-inclusive firm fix price shall include but limited to: all associated required labor cost at Straight Time, all required materials and parts cost for the items Bidder listed on the Specification Sheet, and other costs required, such as transportation cost, any associated freight cost, and any related disposal cost. No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	\$ 84,649.41
SALES TAX (9.1%)	\$ 7,703.10
TOTAL PRICE:	\$ 92,352.51
Bidder shall state advance lead time in calendar days require to be able to services to be provided should Contractor have to order parts.	1 week lead time
Bushing Change Out Service	
Bidder's all-inclusive, firm-fixed price to perform service. The all-inclusive firm fix price shall include but limited to: all associated required labor cost at Straight Time, all required materials and parts cost for the items Bidder listed on the Specification Sheet, and other costs required, such as transportation cost, any associated freight cost, and any related disposal cost. No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	\$ 307,257.92
SALES TAX (9.1%)	\$ 27,960.47
TOTAL PRICE:	\$335,218.39
Bidder shall state advance lead time in calendar days require to be able to services to be provided should Contractor have to order parts.	135-137 Weeks
Transform Testing Service	
Bidder's all-inclusive, firm-fixed price to perform services and provide report No other cost will be allowed later.	
All-Inclusive Firm Fix Price To Provide Service	\$ 26,497.98
SALES TAX (9.1%)	\$ 2,411.32
TOTAL PRICE:	\$ 28,909.30

Bidder shall state advance lead time in calendar days require to be able to services.		No lead time	
The City shall issue payment(s) in the applicable amount(s) set forth in resulting contract per awarded Contractor's unit pricing, for actual services requested, performed and accepted			
BIDDER TO DEFINE			
Contractor To Define What Constitutes "Straight Time":	8hr work day		
Contractor To Define What Constitutes "Overtime" :	Any logged hours over a 8hr work day		
Contractor To Define What Constitutes "Double-Time":	we do not have have a double time rate		
Mobilization	Shall include all activities and associated costs for transportation and set up contractor's personnel, equipment, tooling, and operating supplies to the site, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.		
Demobilization	Demobilization shall include all activities and costs for transportation and teardown of personnel, equipment, tooling, and supplies no longer required to complete the scope of the contract from the site.		
Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mob/Demob	\$ 211.75	\$ 317.63	\$ NA
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
All-Inclusive Mobilization Cost That Could Be Incurred For EXPANSION FOR NEW WORK	8,524.27 \$		

All-Inclusive Demobilization Cost That Could Be Incurred For EXPANSION FOR NEW WORK	8,524.27 \$
EXPANSION FOR NEW WORK - Percentage Markup For Parts and Materials. Should it be realized by the City, at a later point(s) in time, during the life to include any renewals, that parts and materials would be required in regards to EXPANSION FOR NEW WORK, Parts and Materials will be paid at Vendor's cost-plus percentage markup. Enter Percentage Markup above Vendor's cost here:	15 % Percent markup
Percentage Markup For Parts and Materials Percentage Markup will remain unchanged throughout the life of the contract, to include any renewals.	

ADDENDA.

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

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed

LIQUIDATED DAMAGES.

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

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. EC AUBRESE862DO
(Must be in effect at time of bid submittal)

Washington Unified Business Identifier (UBI) number 601-153-402

Washington Employment Security Department Number 000-011140-00-2

Washington Excise Tax Registration Number 601-153-402

City of Spokane Business License Number Will get if awarded

The successful bidder shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

NON-COLLUSION.

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

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

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

Name of Bidder: Brian Miller

Brian Miller

Signature of Bidder's Authorized Representative

Sales Manager

Title

1341 Industrial Dr. Longview, WA 98632

Address

503-317-5313

Phone

No Subcontractors will be used. Aubrey Silvey will perform all the work in house.



CITY OF SPOKANE - Water & Hydroelectric Department

BID TABULATION

	Aubrey Silvey Ent.	Transfluid
Transformer Oil change	84,649.41	Did not submit pricing on correct pricing sheets
Tranformer Testing Service	26,497.98	Did not submit pricing on correct pricing sheets
Bushing Change out servcie	335218.39	Did not submit pricing on correct pricing sheets
	446,365.78	527,710
Department proceeding with Tranformer Oil change and testing Service		
Total for Transformer Oil Change & Testing Servcie	111,147.39	
Tax for Servcies Selected	10003.2651	
Total for Transformer Oil Change & Testing Servcie	121,150.66	

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

AUBREY SILVEY ENTERPRISES, INC.
371 HAMP JONES RD
CARROLLTON GA 30117-9492

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Apr 03, 2026

Unified Business ID #: 601153402

Business ID #: 001

Location: 0001

Expires: Dec 31, 2026

CITY/COUNTY ENDORSEMENTS:

RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2027) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

John Ryser
Director, Department of Revenue

UBI: 601153402 001 0001

AUBREY SILVEY ENTERPRISES, INC.
371 HAMP JONES RD
CARROLLTON GA 30117-9492

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 04/30/2027) - ACTIVE

Expires: Dec 31, 2026

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2026

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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


PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Lindsay Tidmore, 205-583-9891
	PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No):
E-MAIL ADDRESS: Lindsay.Tidmore@marshmma.com	INSURER(S) AFFORDING COVERAGE
INSURED Aubrey Silvey Enterprises, Inc. 371 Hamp Jones Road Carrollton, GA 30117	INSURER A : Arch Indemnity Insurance Company NAIC # 30830
	INSURER B : Arch Insurance Company 11150
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** VFRD3SH3 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	31PKG2451600	01/31/2026	01/31/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			31PKG2451600	01/31/2026	01/31/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WCI2451600	01/31/2026	01/31/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane, its officers and employee are included as an Additional Insured by the General Liability and Automobile Liability policies if required by written contract. A 30 day Notice of Cancellation is included for the General Liability, Automobile Liability, Workers' Compensation & Employers Liability policies in favor of the Certificate Holder as required by written contract.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company		INSURED Aubrey Silvey Enterprises, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/07/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Pollution Liability

Carrier: Berkley Assurance Company
 Policy Number: PCADB50282550625
 Policy Term: 6/28/2025 - 6/28/2026

Limits:
 \$5,000,000 Each Occurrence
 \$5,000,000 Aggregate

Self-Insured Retention:
 \$ 25,000 Each Claim



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company		INSURED Aubrey Silvey Enterprises, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/07/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Contractors' Professional Liability
 Claims Made

Carrier: Berkley Assurance Company
 Policy Number: PCADB50282550625
 Policy Term: 06/28/2025 to 06/28/2026

Limits:
 \$5,000,000 Occurrence
 \$5,000,000 Aggregate

Self-Insured Retention:
 \$ 50,000 Each Claim



Water Department
Upriver Hydroelectric
Project Well Electric Pump
Station

2701 North Waterworks St
Spokane, WA 99216
(509) 742-8141

Upriver Transformer Service

April 13, 2026

The Upriver Hydroelectric Project and Well Electric & Parkwater Wells are a critical set of assets to the Water Department's mission to provide clean, safe drinking water and ample fire protection. These facilities are on the eastern edge of the City near Felts Field.

The Upriver Hydroelectric Project uses the seasonal flow of Spokane River to power five Kaplan water turbines. These turbines rotate electrical generators of 2MW (million watts) and 6MW capacity. The electricity generated by these turbines is sent through two GSU (generator step up) transformers on its way to power the water pumps in Well Electric and Parkwater well stations.

Well Electric and Parkwater are the biggest water production assets in the City. There are twelve well pumps between the two facilities and provide around 47,000 gallons per minute during the summer months.

The Operators at Upriver use the electricity generated by the hydroelectric generators to power the well pumps at Well Electric and Parkwater, and send the excess to Avista as part of the Power Purchase Agreement (PPA).

The two GSU transformers mentioned above are very critical for this operation. If either one fails, the loss of electricity sold to Avista would be substantial. If the GSU transformer that connects Avista to Powerhouse 1, Well Electric and Parkwater wells was to fail... not only would there be loss of revenue, the Water Dept's two largest well stations would be inoperable. This could be devastating during the summer as these two wells produce over ½ of the total water in the system.

This public works project is to schedule an outage for each GSU transformer during the off-seasons and perform a much-needed service, inspection and repair. These transformers

have been in service since 1984/1986 and the oil report is showing high levels of degradation each year.

Switchyard 1 oil report

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUST.	TOTAL GAS
02/05/20	23	7,966	73,201	59	1,474	23,968	15	13	ND	1,584	106,719
01/26/21	ND	7,721	82,513	52	1,268	20,040	12	26	ND	1,358	111,632
11/04/22	9	6,847	74,171	48	1,189	25,026	14	27	ND	1,287	107,331
12/18/23	20	7,479	78,093	87	1,152	25,002	35	85	ND	1,379	111,953
01/14/25	187	6,089	73,248	662	1,247	23,410	203	1,044	3	3,346	106,093
02/27/25	147	6,927	66,169	551	897	22,055	167	854	2	2,618	97,769
12/31/25	173	6,109	72,025	657	1,163	22,626	207	1,048	3	3,251	104,011

RECOMMENDATION INVESTIGATE
 D-ELEVATED LEVELS OF METHANE, ETHANE, AND ETHYLENE INDICATE AN INTERNAL HOT SPOT IN THE RANGE OF 300-700 DEGREES C. POSSIBLE CAUSES INCLUDE A BAD OR LOOSE INTERNAL CONNECTION OR LOCALIZED OVERHEATING IN THE TAP CHANGER AREA.

Switchyard 1 GSU transformer



Switchyard 2 GSU transformer



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Council Meeting Date:** 05/11/2026

		Date Rec'd	4/1/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Bid #	RFQ 6519-26
Contact Name/Phone	REINER 509-625-7821	Requisition #	
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	HI-PRESSURE AIR COMPRESSOR - COMPLETE PACKAGE		

Agenda Wording

Replacement of failing High-Pressure air compressor to continue operation of Upriver Dam Powerhouse 2

Summary (Background)

This project is to replace the failing hi-pressure air compressor in Powerhouse 2 at the Upriver Hydroelectric Project. The existing air compressor is failing due to being undersized and therefore ran past its duty cycle. This replacement air compressor will provide the powerhouse with an appropriately sized system to improve reliability and reduce downtime. Powerhouse 2 at Upriver is a critical asset used to offset the cost of pumping water in the entire distribution system.

What impacts would the proposal have on historically excluded communities?

Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase power production.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 71,298.92		
Current Year Cost	\$ 71,298.92		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.			
Amount			
Budget Account			
Revenue	\$ 71,298.92	# 4100-42490-94340-56501-11082	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Water Dept CIP, 4100-42490-94340-56501-11082			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Increase to hydroelectric power generation.			
Approvals		Additional Approvals	
Dept Head	SAKAMOTO, JAMES	<u>PURCHASING</u>	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Raman Torres rtorres@b-k.com		rbershaw@spokanecity.org	
jlmeier@spokanecity.org		crickman@spokanecity.org	
tlester@spokanecity.org		tprince@spokanecity.org	
rrpenaluna@spokanecity.org		nrussell@spokanecity.org	
kyoung@spokanecity.org			

Committee agenda

Public Works, Environment & Public Safety Committee

Committee Date	4-13-26
Committee Description	Water and Hydroelectric Services
Committee Chair	Reiner Hershaw
Committee Contact Name	rhershaw@spokanecity.org 509-625-7821
Committee Members	Klitzke, Wilkerson, Zappone
Request Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Request Description	Hi-Pressure Air Compressor – Complete Package
Request Status	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Request Details (g/Project)	<p>This project is to replace the failing hi-pressure air compressor in Powerhouse 2 at the Upriver Hydroelectric Project. The existing air compressor is failing due to being undersized and therefore ran past its duty cycle. This replacement air compressor will provide the powerhouse with an appropriately sized system to improve reliability and reduce downtime. Powerhouse 2 at Upriver is a critical asset used to offset the cost of pumping water in the entire distribution system.</p>
Request Details (Financial)	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Annual Budget Impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>71,298.92</u></p> <p>Current year cost: \$71,298.92</p> <p>Subsequent year(s) cost:</p>	
<p>Procurement: <u>This project was publicly bid using City of Spokane Purchasing policies and procedures. All possible attempts were made for competitive and responsive bidding.</u></p>	
<p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Water Dept CIP, 4100-42490-94340-56501-11082</p>	
<p>Other Budget Impacts <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Increase to hydroelectric power generation.</p>	
<p>Other Information (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? 	

Public works projects and services aim to improve infrastructure that serves 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?

This work is for the Upriver Hydroelectric project and is not a public-facing program.

- 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 part of the Capital Improvement Program and is necessary to improve failing infrastructure, ensure worker safety, and increase power production.

Council Committee Review

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

Bid Response Summary

Bid Number RFQ 6519-26
Bid Title Hi - Pressure Air Compressor - Complete Package
Due Date Friday, February 20, 2026 1:04:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Beckwith & Kuffel
Submitted By Carrie Roling - Monday, February 16, 2026 8:57:27 AM [(UTC-08:00) Pacific Time (US & Canada)]
 croling@b-k.com 2067676700

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	509-564-4036 (rtorres@b-k.com)
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in April 2026. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	Understood and Agreed
General			
	1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
	3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product Specifications			
	1	2-stage, 2-cylinder, air cooled, 40bar @ 24CFM, 20hp, 480v 3p, 1.4liter oil capacity	I acknowledge and I agree
	2	Total bid to include cost for the following:	I acknowledge and I agree
	3	Field Service Startup	I acknowledge and I agree
	4	Field Service 1000-hour service	I acknowledge and I agree
	5	Field Service; Break in 50-hour service	I acknowledge and I agree
	6	All Transportation (truck) travel and labor costs shall be included in this bid	I acknowledge and agree

7	What is the lead time for delivery	20-22 WEEKS
Special Instructions		
1	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge and agree
2	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge and agree
3	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I acknowledge and agree
3	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge and agree
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
2	All product shall be ordered/delivered FOB: Destination to Water & Hydroelectric Service Department 2701 N Waterworks St Spokane WA 99212 .	Understood and Agreed
Bid		
1	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	
Addenda	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	0
Miscellaneous	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (60) calendar days after the stated submittal date.	I acknowledge and agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed

Business Registration Requirement	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	91-1070967	
Proprietary Information/Public Disclosure	1	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I acknowledge and agree
INTERLOCAL PURCHASE AGREEMENTS	1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	I acknowledge and agree
Polychlorinated Biphenyls (PCBs)			

1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	No
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed
MISCELLANEOUS		
1	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	B25-07276 - QUOTE BUNDLE.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product Specifications									
	1	Hi pressure Air compressor complete package	Base	ea	1.00	\$63,681.00	\$63,681.00		
	2	Sales Tax 9.1%	Base	ea	1.00	\$5,474.11	\$5,474.11		
Total Base Bid		\$69,155.11							



Granich

A BECKWITH & KUFFEL COMPANY

Emergency Service

24 Hours a Day
365 Days a Year

Quote Number: B25-07276-A

Quote Date: 1/13/2026	Customer ID: B: CSP5 S: CSP5	Cust.Reference: RT - HIGH PRESSURE	Territory: ME-SPOK
Customer Contact: Cary Rickman		Cust. Phone / Fax: P: 509-742-8155 F:	Exemption: Cert#: Exp:
Customer Email: crickman@spokanecity.org			
Payment Terms: NET 30			

Sell To: CITY OF SPOKANE - UPRIVER DAM
Cary Rickman
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship To: CITY OF SPOKANE - UPRIVER DAM
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship Date: 20-22WK LEAD TIME

FOB: FACTORY

Freight Terms: PREPAY & ADD

Line No.	Number	Description	Qty	Unit Price	Total Price
10000	ZZ-26-01016	REAVELL 2STG,2CYL,AC HIGH PRESSURE 20HP COMPRESSOR GD COMPREC, ZZ-26-01016, 2 STAGE - 2 CYLINDER, AIR COOLED, 1.4LITER OIL CAPACITY , 40BAR@34CFM, 20HP, 3/60/460V, COMPRESSOR INCLUDES: INTAKE SUCTION FILTER/SILENCER, PRESSURE GAUGE & HIGH TEMP CUT-OUT, SAFETY VALVE, OIL/WATER SEPERATOR, OIL LEVEL SIGHT GLASS, STARTER CONTROL PANEL, START/STOP & RESET PUSH BUTTONS, DELAY TO LOAD TIMER, B25-07276-A	1	57,045.00	57,045.00*
15000	98384.1020	GD RVL, SYNTECK 'S' RECPR, OIL 1-LITR	1	102.00	102.00*
20000	T-FIELD SERVICE 525 LABOR	FIELD SERVICE - STARTUP EQUIPMENT STARTUP <hr/> TRAVEL HOURS - EXTENDED	1	2,132.00	2,132.00*
30000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*
40000	T-FIELD SERVICE 105 LABOR	FIELD SERVICE - BREAK-IN 50 HR SERVCIE BREAK IN SERVICE <hr/> TRAVEL HOURS - EXTENDED	1	1,907.00	1,907.00*
50000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*
60000	T-FIELD SERVICE	FIELD SERVICE - 1000 HR PM SERVICE	1	2,495.00	2,495.00*



Granich

A BECKWITH & KUFFEL COMPANY

Emergency Service

24 Hours a Day
365 Days a Year

Quote Number: B25-07276-A

Quote Date: 1/13/2026	Customer ID: B: CSP5 S: CSP5	Cust. Reference: RT - HIGH PRESSURE	Territory: ME-SPOK
Customer Contact: Cary Rickman		Cust. Phone / Fax: P: 509-742-8155 F:	Exemption: Cert#: Exp:
Customer Email: crickman@spokanecity.org			
Payment Terms: NET 30			

Sell To: CITY OF SPOKANE - UPRIVER DAM
Cary Rickman
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship To: CITY OF SPOKANE - UPRIVER DAM
2701 N. WATERWORKS
SPOKANE, WA 99212
USA

Ship Date: 20-22WK LEAD TIME

FOB: FACTORY

Freight Terms: PREPAY & ADD

Line No.	Number	Description	Qty	Unit Price	Total Price
	105	LABOR			
		1000 HOUR (MINOR) SERVICE			
		TRAVEL HOURS - EXTENDED			
70000	TRSVC53	TRUCK 53 - KENNEWICK - LUIS GARCIA - 9828	288		0.00*

Comments:

Subtotal: 63,681.00
 Est. Tax (9.10%): 5,474.11*
 Shipping & Handling: See Terms
Total - Check/Cash: 69,155.11
Total - Credit Card: 71,298.92

Payment Schedule (Cash/Check):	Payment 1 17,288.78	Payment 2 24,204.29	Payment 3 Remainder
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Equipment Financing available upon request.

Submitted by: Ramon Torres **Accepted by:** _____

Website: www.granich.com ■ Phone: 206-315-2940 ■ Fax: 206-315-2939 ■ Email: rtorres@b-k.com

For complete Terms & Conditions, see: <https://www.b-k.com/terms>

Terms and Conditions of Sale: This transaction will be governed only by Beckwith & Kuffel (B&K) Terms and Conditions of Sale, form BK-531-R25. Those terms and conditions are found at <https://www.b-k.com/terms>. Customer accepts these terms and conditions by signing and returning B&K's quote, by sending a purchase order in response to the quote, by instructing B&K to ship the product, or otherwise proceeding with this transaction. B&K objects to any additional or other terms and does not agree to be bound by them.

Tariff Statement : The pricing outlined in this proposal is based on current market conditions at the time the proposal was developed. This proposal does not incorporate any potential impact from pending or future tariffs, duties, or changes to U.S. customs regulations. Given the evolving nature of trade policies and import requirements, pricing is subject to change without notice to reflect any adjustments in customs duties, tariffs, or other regulatory costs that may affect the total landed cost of goods. We remain committed to transparency and will notify you promptly of any material changes impacting pricing.

Limitations of Liability: In no event will B&K be liable for any consequential, indirect, special, incidental, or exemplary damages, including but not limited to any loss of use or under-utilization of labor or facilities, loss of revenue or anticipated profits, and cost of procurement of substitute goods.

Credit Approval: Subject to Beckwith & Kuffel Credit Department approval.

Payment Terms:

Under \$50,000	Due based on specified terms from date of shipment.
Over \$50,000	Prepayment shall apply to all orders over \$50,000 as follows unless specified on the body of the sales quote. Prepayments are Due Upon Receipt of invoice.
25% of Total	Due upon order acceptance by B&K
35% of Total	Due upon Release to Manufacture or Submittal / Drawing Approval
Remainder	Due based on specified terms after date of shipment

Finance Charge: A carrying charge of 1.5% per month will apply to all amounts past due over 30 days.

Credit Card Sales: An additional 3.1% fee will be charged for all credit/purchase card payments to cover additional transaction costs.

Sales Tax: Washington State Sales Tax (WSST) may apply to this order.

- A. **Customers located in Washington State:** must pay Washington State Sales Tax (WSST) on all orders delivered or picked up within Washington State unless B&K has in its possession an accurate and current resale or exemption tax certificate on file for your company. If you have a certificate on file with B&K please advise if tax is to be applied or not at the time of order.
- a. If no certificate is on file at B&K and this purchase **IS NOT** subject to WSST, then an applicable certificate is required with your order or WSST is required to be charged.
 - b. Sales Tax Exemption Certificate information for your company currently on file as follows:
 - i. Certificate #:
 - ii. Exemption Through:
- B. **Customers located in the State of Oregon :** must obtain a corporate nonresident permit from the Washington State Department of Revenue in order to purchase goods in Washington State to not legally be required to pay WSST.
- C. **Customers located outside the States of Washington and Oregon:** **DO NOT PAY** WSST on items purchased provided the goods are delivered out of state. However, various nexus agreements between the states may require collection of local sales tax for drop shipped items. If the goods are picked up by or delivered to the customer in Washington State, then state law (WAC 458-20-193) requires WSST to be paid unless the company provides a certificate as described in **A** above.

Duration: Valid for 30 days from the date of the Quotation.

Warranty: Manufacturer's Standard Warranty will apply.

FOB Point: Factory, unless otherwise specified in the quotation.

Shipping & Handling Charges: Charges will be added for packaging, crating, and/or export boxing requirements as required by the shipping company or other entity.

Inbound: Inbound Shipping & Handling will be billed as a separate item on an invoice.

Outbound: Outbound Shipping & Handling will be Prepaid and Added to the invoice, unless otherwise specified.

Remittance Advice: Beckwith & Kuffel, Inc.
PO Box 94589
Seattle, WA 98124-6889

For complete Terms and Conditions, see: <https://www.b-k.com/terms>

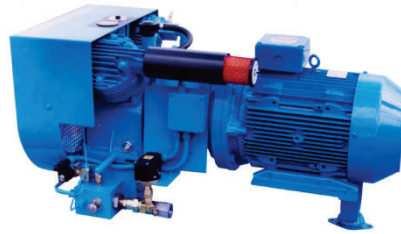
TECHNICAL SPECIFICATION

Compressor: Reavell model 5211, 2-Stage, 2-Cylinder, Single-Acting, Air-Cooled, Oil-Lubricated, Vee Configuration, Reciprocating, Air Compressor arranged for Direct Drive via flange mounting with flexible coupling by an electric motor (IP55, 3/60/460).

Duty:

- Inlet Pressure Ambient (0.0 psig)
- Working Pressure 580 PSIG
- Charging Rate 34 CFM
- Compressor Speed 1760 RPM
- Motor Rating 15kW (20HP)

** Performance measurement is based on standard conditions and generally in accordance with ISO1217:2009. The compressor in this proposal is configured for service of 100% air. For operational reasons, the oxygen content of the gas mix must not exceed levels that can be found in the atmosphere (nominal 22%).



Typical 2 stage compressor with direct drive

NOTE: The 5211 compressor offered is a conventional oil lubricated machine and as with machines of this type, there will be a certain amount of oil carry-over in the delivered compressed air.

Scope of Supply includes the following accessories and features:

- Intake suction filter/silencer
- Gauge panel with: Final delivery pressure gauge and high temperature cut-out
- Safety valve on all stages
- Multi-pass tubular inter and after coolers
- Final delivery oil and moisture separator
- Splash lubrication oil system
- Oil level sight glass
- Electronically operated unloading/drainage system (solenoid valve controlled)
- Non-return valve (Final delivery)
- Controlling air pressure switch (Shipped Loose)
- Drive with:

- Compressor flywheel half coupling
- Motor half coupling
- Flexible drive coupling
- Bell housing
- Electric Motor, IP55, 3/60/460 HZ
- Package anti-vibration mounts

Starter Control Panel: To control the compressor, the proposal includes a Star Delta starter/control panel, (supplied loose) with an IP55 sheet steel enclosure. Interconnecting wiring to the panel is by others. Panel suitable for operation with a 60 Hz power supply and will incorporate the following:

- Door Interlocked Isolator
- Control circuit transformer
- Control Circuit Fuse
- Delay to Load Timer.
- Start/Stop Pushbuttons & Reset Pushbutton

The compressor will be arranged for automatic stop/start control by means of an air pressure switch working in conjunction with the electrically operated unloading/drainage system fitted. It will be the responsibility of others for this discharge point to be connected to a suitable collection area at the time of installation.

Painting: The compressor will be finish painted to our standard finish.

Compressor oil is not included in the proposal with the equipment. Approved oils to be used for warranty coverage.

The equipment is designed for use in an indoor, non-hazardous, non-corrosive or toxic environment for intermittent operation.

COMMERCIAL SECTIONPrice:

Item	Qty.	Description	Unit price	Total Price
1	1	Model 5211 2-Stage, 2-Cylinder, Single-Acting, Air-Cooled, Vee Configuration, Reciprocating, Air Compressor arranged for Direct Drive with 15 kW (20 HP) motor. Star Delta starter/control panel, supplied loose.	See Quote	See Quote
2	1	Start-up, Break In-Service and 1 st PM service	Included	Included

Dispatch: The current lead time for the equipment offered is 22-26 working weeks from our UK facility (plus additional 4-6 weeks for sea freight) from acceptance of your official order with full instructions, enabling us to proceed with uninterrupted manufacture. This lead-time should be confirmed at time of ordering.

Misc: Please note that it is necessary to use genuine Reavell parts, recommended lubricants and follow our laid down service & maintenance procedures in order to maintain warranty coverage.

As the compressor package is supplied on anti-vibration mounts, it will be necessary for the user or installer to provide flexible hose connections on all termination points on the set.

Validity: Offer valid for 30 days from date of quotation.

Payment Terms/Conditions of Sale: This quotation is made in accordance with our standard conditions of sale.

Conditions of Offer: This quotation is a proposal and is based upon information, technical or otherwise, provided to us at the time. Full compliance with all enquiry documents must not be assumed unless specifically stated within the quotation. If an order is received that is not a simple acceptance of the quotation, then unless we have specifically confirmed full compliance within the quotation it is to be understood that a contract has not been established until such times as both parties are in full agreement as to governing terms, conditions and specifications.

GENERAL COMMENTS/NOTES

Quality Standards: Reavell compressors / booster and modules incorporate manufacturer's standard equipment and selected components in order to manufacture specific packages for the compression of Air and Gases. Reavell design, manufacture, testing is based in general on the following standards:

- 2006/42/EC Machinery Directive
- BS EN292 Safety of Machinery
- BS EN1012-1 Compressors – safety requirements
- 2014/68/EU Pressure Equipment Directive
- 2014/34/EU Equipment and Protective Systems Intended for Use in Potentially Explosive Atmosphere (ATEX) Directive

Our quality systems are accredited with ISO 9001 approval by Lloyd's Quality Assurance.

Design, Manufacture, and Testing: The proposed package of equipment would be designed, manufactured and tested to our own standards at our factory. Compressor and package designs use British Standards and European machinery directives for guidance where appropriate in the manufacture of our equipment. The equipment is designed for use in an indoor, non-hazardous, non-corrosive or toxic environment.

Lubrication: This quotation does not include any materials or labor associated with installation. Compressors are, as a standard, supplied dry and without oil. The first fill of lubricant will be required prior to the machine being installed and commissioned. The compressor will require running-in on a recommended mineral oil for a given period of time prior to draining of the running-in lubricant and replacement with recommended oil for process operation. Approved oils must be utilized.

Pressure Equipment Directive: The equipment specified in this quotation complies with the Pressure Equipment Directive 97/23/EU. Our Nominated Body is Lloyds Register, Ref. No. 0038.

Documentation Supplied: Each compressor set is supplied one electronic copy of the General Arrangement drawing, P & I Diagram and one electronic copy of our standard O & M manual supplied. Further documentation can be quoted for against specific project requirements if necessary.

Manuals: Each Compressor set is supplied with one electronic copy of the Operation and Maintenance (O & M) Manual and parts list.

Warranty: 12 months from commissioning or 18 months from dispatch from our factory, whichever is sooner.

Warning: The proposed compressor has been configured for the duty as listed with within this proposal, and key parts of the total package have been matched to that service. Any change in the duty to which the machine is subjected may be dangerous and may risk property damage, personal injury, or death.

This machine is not configured for or suitable for the use of combustible or explosive gases, which could, with this machine, subject the purchaser, user, or bystanders to the risks of explosions and fire, including property damage, personal injury and death.

The filter and pressure devices are essential to the safe operation of the machine and no other shall be substituted other than as instructed by Ingersoll Rand. Failure to properly install, maintain, and rely upon the appropriate filter and inlet pressure devices will constitute misuse, will void any warranty, and will subject the purchaser and personnel in the vicinity of the machine to the risk of property damage, personal injury, or death.

RFQ 6519-26 Hi - Pressure Air Compressor - Complete Package						
	Description	UOM	Quantity	Ingersoll Rand	Beckwith & Kuffel	NW Pump
	Lead time for delivery			10-12 weeks	20-22 weeks	10-12 weeks
1	Hi pressure Air compressor complete package	ea	1	\$54,467.05	\$63,681.00	\$89,604.00
2	Sales Tax 9.1%	ea	1	\$4,956.50	\$5,474.11	\$8,153.96
Total Extended				\$59,423.55	\$69,155.11	\$97,757.96

Non responsive
Bidder



< Business Lookup

License Information:

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

Entity name: BECKWITH & KUFFEL, INC.

Business name: BECKWITH & KUFFEL, INC.

Entity type: [Profit Corporation](#)

UBI #: 600-329-900

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1313 S 96TH ST
SEATTLE WA 98108-5011

Mailing address: 1313 S 96TH ST
SEATTLE WA 98108

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bremerton General Business - Non-Resident	12470			Active	Jun-30-2026	Aug-04-1987
Port Townsend General Business - Non-Resident	012026			Active	Jun-30-2026	Nov-13-2017
Redmond General Business - Non-Resident				Active	Jun-30-2026	May-11-2022
Spokane General Business - Non-Resident	T13001357BUS			Active	Jun-30-2026	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KUFFEL, FLORIAN LOUIS	
KUFFEL, NICHOLAS	
PIERSON, MIKE FRANCISCO	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
BECKWITH & KUFFEL INC	Active	Jul-14-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/31/2026 10:34:30 AM

Contact us

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INLET PRESSURE
1760rpm
290kgs

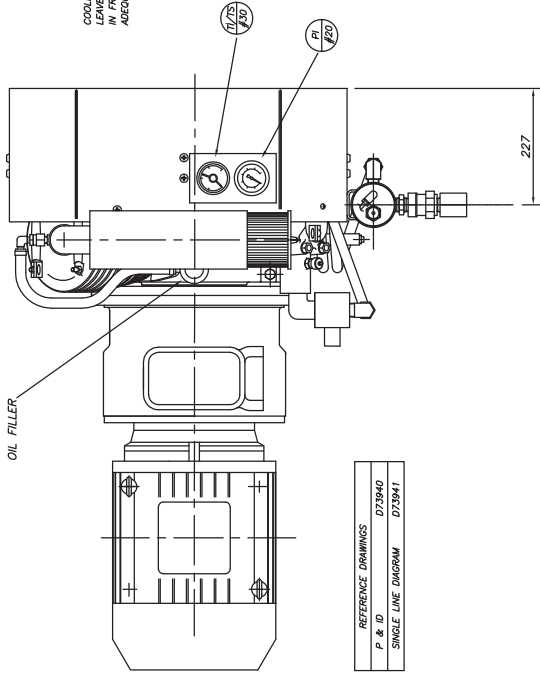
ATMOSPHERIC
1760rpm
290kgs

ELECTRICAL DETAILS
MOTOR
15KW
460V/3/60hz
110V/1/60hz

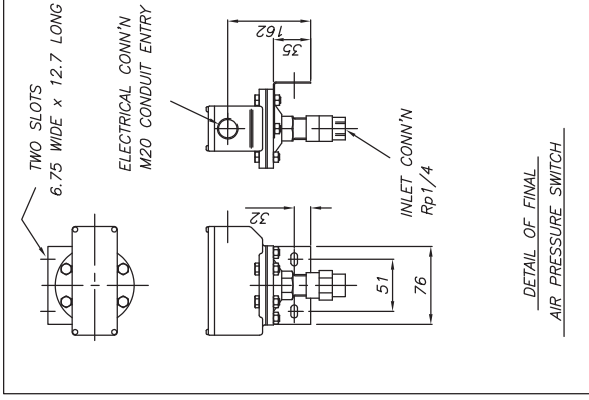
CONNECTION DETAILS
TP1 INLET
N/A FILTER/SILENCER
3/4" NPT (F)
TP2 FINAL DELIVERY:
1/2" NPT (F)
TP5A CONDENSATE DRAIN:
1/4" NPT (F)
TP5B CONDENSATE DRAIN:

LOOSE ITEMS
1 OFF 98524.1088 - PRESS. SWITCH BRKT.
1 OFF 98524.1137 - UNLOADING PRESS SWITCH - 1381V
1 OFF Y/98520.1852 - S/C PANEL - 20HP (15KW) 460/3/60Hz

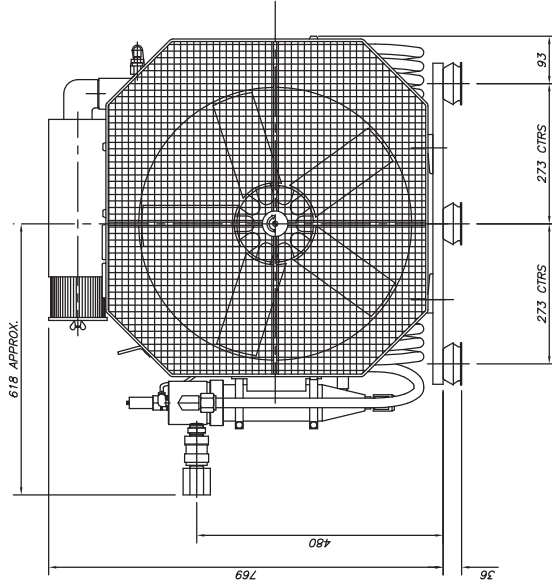
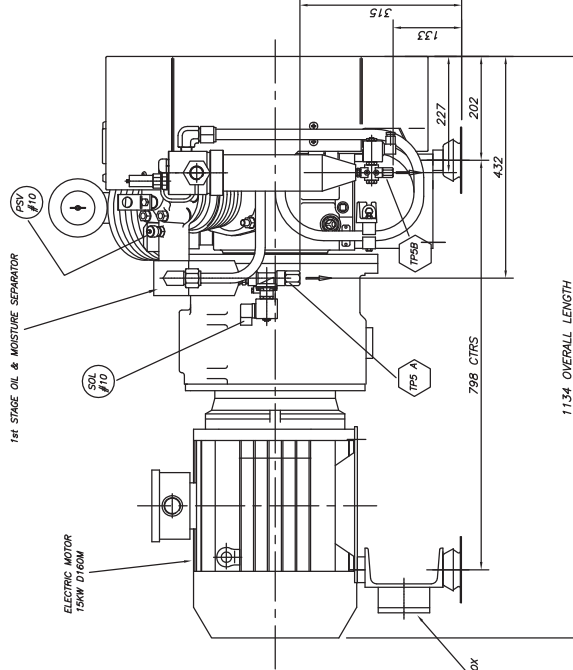
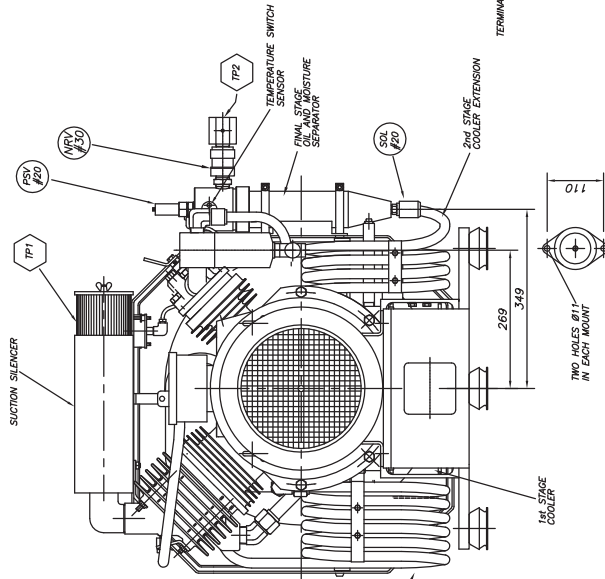
REFERENCE DRAWINGS
P & ID D73940
SINGLE LINE DIAGRAM D73941



COOLING FAN
IN FRONT OF FAN COIL FOR
ADEQUATE FLOW OF COOLING AIR



DETAIL OF FINAL
AIR PRESSURE SWITCH



**Gardner
Denver**

DO NOT SCALE - IF IN DOUBT ASK
THIS DRAWING IS THE COPYRIGHT AND MUST NOT BE COMMUNICATED OR COPIED WITHOUT THEIR WRITTEN PERMISSION.
© AS ISSUE DATE
DRAWN BY: J. MAYBURY
DATE: 07/05/2015
SCALE: 1:1
SHEET: 1 OF 1

MATERIAL: 303 ANGIULAR CAST
MANUFACTURING TOLERANCES TO BE AS FOLLOWS UNLESS OTHERWISE SPECIFIED:
SCALE: 1:1
PATTERN No. (AT P20)
PRODUCT S211
JOB No. 2660365

DRAWN: J. MAYBURY
REVISED: 07/05/2015
APPROVED: MRP
ISSUE DATE: 07/05/2015
LAST MOD No. NONE

28/04/2015
07/05/2015

GENERAL ARRG'T 5211
SHT No. 1
OF 1 SHTs
IP
A42.116

Gardner Denver Ltd.,
CLAYBROOK DRIVE
REDFORD, BR8 0DS, UK
TEL: +44 (0) 1257 839 200
www.gardnerdenver.com

ISSUE
A

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Council Meeting Date:** 05/04/2026

		Date Rec'd	3/30/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	
Contact Name/Phone	RICK GIDDINGS 5096257706	Requisition #	RE 20939
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PURCHASE OF A TOYOTA BZ ELECTRIC VEHICLE FOR WASTE TO ENERGY		

Agenda Wording

Fleet Services would like to purchase one 2026 Toyota BZ Battery Electric Vehicle for the Waste to Energy Facility.

Summary (Background)

Waste to Energy would like to purchase a small Battery Electric Vehicle to be used for a variety of on and off-site tasks. The unit will be powered using low-cost electricity generated at the facility. Vehicle will be purchased from Bud Clary Toyota using a Washington DES Contract. Total cost including sales tax is \$38,382.50.

What impacts would the proposal have on historically excluded communities?

NA

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?

NA

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

Data is collected by Fleet Services for future analysis.

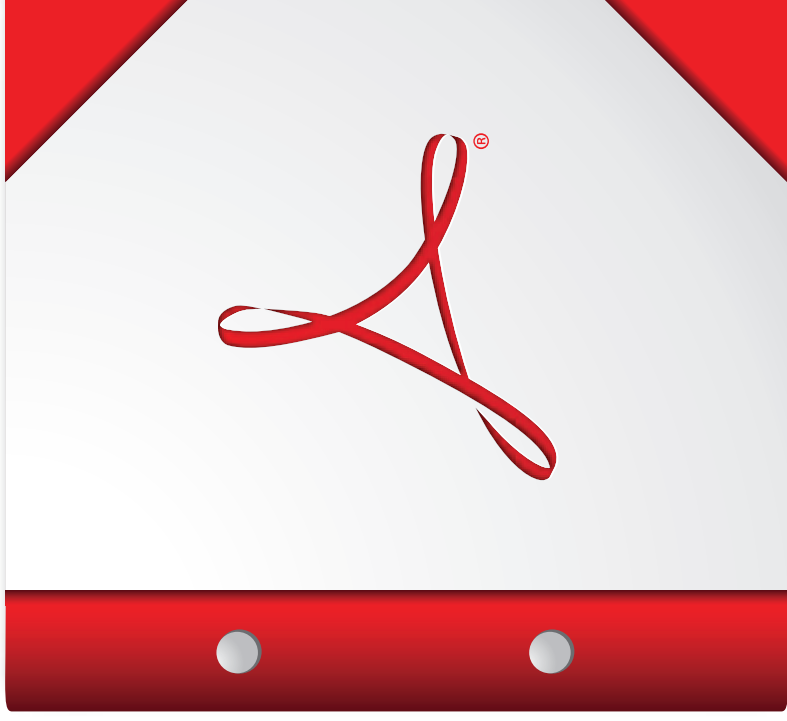
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ 38,382.50		
Current Year Cost	\$ 38,382.50		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
Vehicle to be purchased using a WA DES contract following all City competitive purchasing rules.			
Amount			
Budget Account			
Expense	\$ 38,382.50	# 4490-44900-94370-56404-19032	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>			
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>			
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	
fleetservicesaccounting@spokanecity.org		jsalstrom@spokanecity.org	



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Taxes & Licenses Department

808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

Business License Exemption Request Form

SMC 8.01.070 states that no person may engage in business in the City or "with the City" without first having obtained a Washington State business license with City of Spokane endorsement.

Spokane Municipal Code allows for business license exemption for certain limited activities. If you think your business is exempt, please fill out this form, sign and submit it to the Taxes and License department. Submissions can be accepted via email or physical mail to the contact information identified above.

Select the exemption(s) that apply:

- Public Rule 0860-24-01 – rule 3 – insurers and insurance agents, excluding other title insurers.
- Public Rule 0860-24-01 – rule 10, & SMC 08.01.090 E – exemption for farmers & gardeners.
- SMC 08.01.090 – A – presenters at convention or trade show with limited entry.
- SMC 08.01.090 – C – persons or entities operating at locations managed by an airport board.
- SMC 08.01.090 – D – where preempted by Federal or state constitution or laws.
- SMC 08.01.090 – F – School groups conducting occasional sale from a temporary location.
- SMC 08.01.090 – G – The business does not have contracts with the City in any calendar year with an accumulated value exceeding \$12,000. Value of current contract is _____
- SMC 08.01.195 – D – seller outside of the City delivering goods by means of common carrier

CERTIFICATION OF BUSINESS ACTIVITIES

I, Kathleen Brennan hereby do certify to the City of Spokane that the business I represent, known as Clary Longview LLC does not conduct nor solicit business activities within the City of Spokane, except for the business activities under the above identified exemptions.

Kathleen Brennan
Signature

Government Contracts Manager
Title

kathleen.brennan@budclary.com
email

360-423-4321
phone

700 7th Avenue
Address

Longview, WA 98632
City, State, Zip

Date: 10/22/25

UBI#604671883
(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date: 10/27/25

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/13/2026**Committee Agenda type:** Consent**Council Meeting Date:** 05/04/2026

		Date Rec'd	3/26/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	DES 28423
Contact Name/Phone	RICK GIDDINGS 5096257706	Requisition #	RE 20936
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PURCHASE OF FORD F550 CHASSIS FOR WATER		

Agenda Wording

Fleet Services would like to purchase (1) 2026 Ford F550 Chassis Cab for the Water Department.

Summary (Background)

Water would like to purchase a new Ford F550 Chassis Cab to replace an older irrigation unit that has reached the end of its economic lifecycle. The existing service body will be retained and installed on the new chassis. Vehicle will be purchased from Bud Clary Ford of Longview using a Washington DES Contract #: 28423. Total cost including sales tax is \$73,507.00.

What impacts would the proposal have on historically excluded communities?

NA

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?

NA

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

Data is collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 73,507		
Current Year Cost	\$ 73,507		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
To be purchased using a cooperative contract with Washington DES following all City competitive purchasing rules.			
Amount			
Budget Account			
Expense \$ 73,507	# 4100 42490 94340 56404 11004		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
RGIDDINGS@SPOKANECITY.ORG		Tprince@spokanecity.org	

From: NOREPLY@des.wa.gov
To: [Hopkins, Leon](#)
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2026-2-278 - SPOKANE, CITY OF - 23210
Date: Monday, February 16, 2026 1:55:07 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2026-2-278 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 28423	Dealer: Bud Clary Ford (W403)	Dealer Contact: Kathleen Brennan	Dealer Phone: (360) 423-4321 Ext: 10943
-------------------	-------------------------------	----------------------------------	---

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: lhopkins@spokanecity.org
Quote Notes:
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (Z1) - 1
Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-09005-0001	2026 Ford F-550 2WD Cab and Chassis	1	\$52,894.00	\$52,894.00
2026-09005-0015	Alternative Wheelbase: Extended Cab, 192WB, 84CA [Includes 6.7L V8 Diesel #99T with 4.10 RAR, Dual Batteries #86M, 190-Amp Alternator] (X5G/192WB)	1	\$10,875.00	\$10,875.00
2026-09005-0028	Engine Block Heater (41H)	1	\$187.00	\$187.00
2026-09005-0052	Limited Slip Rear Axle (4.88 RAR w/ gas, 4.10 RAR w/ diesel) (If ordering 19,000 or 19,500# GVWR, Limited Slip axle is already included) (X8L/X4N)	1	\$388.00	\$388.00
2026-09005-0062	Rearview Camera and Prep Kit (includes loose camera and wiring bundle) (Info: Upfitters offer rearview camera installation option with body orders) (872)	1	\$505.00	\$505.00
2026-09005-0071	Tires: 225/70Rx19.5G BSW Traction Tires (includes 4 traction tires on rear and (2) A/P tires on the front) (If optional spare tire is also ordered, it may not be same as road tires) (TGM)	1	\$187.00	\$187.00

2026-09005-0081	Platform Running Boards (Extended/Crew Cabs) (18B)	1	\$437.00	\$437.00
2026-09005-0082	Exterior backup alarm (76C)	1	\$226.00	\$226.00
2026-09005-0090	360-Degree Dual Beacon LED Warning Strobes (Amber) (roof-mounted in front of the CHMSL) (91S)	1	\$647.00	\$647.00
2026-09005-0208	Delivery to customer location in Eastern Washington. (DLR)	1	\$450.00	\$450.00
2026-09005-0210	Two (2) Extra RKE Fob w/ Flip Key, programmed (Will give you 4 Fob/Keys total) (DLR)	1	\$387.00	\$387.00
2026-09005-0231	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$52.00	\$52.00
2026-09005-0235	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$152.00	\$152.00
2026-09005-9991	Catalytic Converter Heat Resistant Marker	1	\$299.00	\$299.00

Catalytic Converter Marking

Our organization declines catalytic converter marking

Quote Totals

	Total Vehicles:	1
	Sub Total:	\$67,686.00
	8.6 % Sales Tax:	\$5,821.00
	Quote Total:	\$73,507.00



Taxes & Licenses Department

808 W Spokane Falls Blvd
Spokane WA 99201-3336
509-625-6070
taxesandlicenses@spokanecity.org

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Kathleen Brennan
Signature

Government Contracts Manager
Title

kathleen.brennan@budclary.com
email

360-423-4321
phone

700 7th Avenue
Address

Longview, WA 98632
City, State, Zip

Date: 10/22/25

UBI#604671883
(Washington State, if available)

For Internal Use only: Approved:

Rejected:

If rejected provide reason:

Reviewed By:

Date: 10/27/25