The City of Spokane
City Council
Public Infrastructure, Environment, & Sustainability
Committee Agenda

12:00 p.m. Monday, May 11, 2026

The Spokane City Council's Public Infrastructure, Environment, & Sustainability Committee meeting will be held at **12:00 p.m. on May 11, 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 on the City Cable 5 livestream webpage: https://my.spokanecity.org/citycable5/live/ and on the Spokane City Council Facebook page: 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 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 comment 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/6fPgy3LQCEtWEKCH8

Agenda:

Call to Order

Public Testimony

Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - MAY 2026 - MARLENE FEIST (10 minutes)

2. TRANSPORTATION AND SUSTAINABILITY MONTHLY DIRECTOR'S REPORT - MAY 2026 - JON SNYDER (10 minutes)

3. RESOLUTION FOR THE SEPTIC TO SEWER AMNESTY AND INCENTIVE PROGRAM - CHRIS AVERYT (10 minutes)

4. LOW BID AWARD - DRISCOLL SIDEWALK - GARLAND TO WELLESLEY 2024081 - DAN BULLER (5 minutes)

5. 6-YEAR STREET PROGRAM (2027-2032) ANNUAL UPDATE - KEVIN PICANCO (15 minutes)

6. QUICK BUILDS UPDATE - KEVIN PICANCO (15 minutes)

7. SPECIAL BUDGET ORDINANCE - ATTORNEY III POSITION FOR UTILITIES - MIKE PICCOLO (5 minutes)

8. WHEELSHARE 2026 CONTRACT EXTENSION - JACKIE JOHNSEN (10 minutes)

9. ORDINANCE REGARDING DESIGN CHANGES TO 6-YEAR STREET PLANS - SHAE BLACKWELL (10 minutes)

10. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (5 minutes)

Consent Items

1. FACILITIES 4TH FLOOR CITY HALL RECONFIGURATION PROJECT (FACILITIES MANAGEMENT)

2. FACILITIES MANAGMENT WATER DEPARTMENT RADIO TOWER REMOVAL & REPLACEMENT (FACILITIES MANAGEMENT)

3. GENERATOR INSTALL AT SPOKANE CENTRAL SERVICE CENTER (SOLID WASTE COLLECTION)

4. ECOLOGY 2025-2027 BIENNIAL STORMWATER CAPACITY GRANT (WQSWCAP-2527-SPOKAN-00222) (INTEGRATED CAPITAL MANAGEMENT)

5. PIPELINE RISK ASSESSMENT AND FIELD VALIDATION (WATER & HYDROELECTRIC SERVICES)

6. PURCHASE AND INSTALLATION OF A WINTER MATERIAL STORAGE BUILDING (STREET)

7. 5100 - PURCHASE OF FREIGHTLINER M2106 CHASSIS FOR WASTEWATER MAINTENANCE (FLEET SERVICES)

8. VALUE BLANKET AWARD FOR THE PURCHASE OF FEEDER AND GRATE PARTS (SOLID WASTE DISPOSAL)

9. VALUE BLANKET FOR CONCRETE MIX (STREET)

10. VALUE BLANKET FOR FOG SEAL AND EMULSIFIED ASPHALT (STREET)

11. LOW BID AWARD - I-90 STORMWATER SEPARATION PROJECT 2018052 (ENGINEERING SERVICES)

Executive Session
Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

Adjournment

Next Meeting

Next Public Infrastructure, Environment, & Sustainability Committee meeting
The next meeting will be held at the regular date and time of 12:00 p.m. June 8, 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 Human Resources at 509.625.6373 or email Debbie DeCorde at DDecorde@SpokaneCity.org. 808 W. Spokane Falls Blvd., Spokane, WA, 99201. 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:** 05/11/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/27/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	MARLENE FEIST 509-625-6505	**Requisition #**	
Contact E-Mail	MFEIST@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PUBLIC WORKS MONTHLY DIRECTOR'S REPORT - MAY 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	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
mfesit@spokanecity.org	caveryt@spokanecity.org
mmarroquin@spokanecity.org	

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/28/2026
Clerk's File #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	CHRIS AVERYT 50-625-6540
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	RESOLUTION FOR THE SEPTIC TO SEWER AMNESTY AND INCENTIVE PROGRAM

Agenda Wording

The Public Works Division is seeking to adopt this resolution to create the Septic to Sewer Amnesty and Incentive Program that would provide the residents that currently utilize a septic system but are within the City of Spokane Wastewater service area a reduction in the General Facilities Charge (GFC) to help offset connection fees. The City would then utilize Aquifer Protection Area funds to reimburse the utility to make it whole for these reduced charges. This program would be available upon adoption through December 31, 2028.

Summary (Background)

The City of Spokane strives to protect and enhance the quality of the Spokane Valley Rathdrum Prairie Aquifer. It is our most precious drinking water resource and was designated as a sole source aquifer by the Environmental Protection Agency in 1978. Failing septic systems are a potential source of pollution to our drinking water resources, and homes and businesses within the City are required by Spokane Municipal Code to connect to public sewer service if the sewer is located within 200 feet from the premises (SMC 13.03.03.04). The City has identified approximately 180 properties in already developed areas that meet these criteria. The City of Spokane charges a connection fee, called a General Facility Charge (GFC), to recover infrastructure costs when a new service location is added to the sewer system. The GFC is based on the size of the water meter. For 2026, the current GFC for a ¾" connection is $7,330, and a 1" connection is $12,216. These rates increase annually based on inflation. For these selected projects only, the GFC will be charged a special incentive rate of $3,600 for a ¾" connection and $5,300 for a 1" connection if the project is completed prior to December 31, 2028.

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?

To prioritize the health of our aquifer, the City is offering an incentive to connect to public sewer service from septic over the next couple of years to make the cost more affordable for property owners that qualify.

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

The property owners for those who qualify would be connected to the City's Sewer System.

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	**$**

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
mfeist@spokanecity.org	caveryt@spokanecity.org
mmarroquin@spokanecity.org	

RESOLUTION NO. _____

A Resolution of the City of Spokane relating to the Sewer Connection Amnesty Program for connection of septic systems to public sewer.

WHEREAS, it is the policy and intent of the City of Spokane, Spokane County Spokane Regional Health District and various other agencies of the State and Federal governments that on-site sewage disposal (septic systems) be limited and discouraged and, except where specifically authorized by permit, prohibited in all areas; and

WHEREAS, Spokane Municipal Code (SMC) 13.03.0304 prohibits on-site disposal systems and requires all sewage be discharged into the public sewer system when available; and

WHEREAS, SMC 13.03.0304A & D2 defines availability as "from the time public sewer service is located within two hundred feet or less of the property concerned,…"; and

WHEREAS, SMC 13.03.0304E requires:

> Every owner, agent or occupant of any property constructing, using or maintaining an on-site sewage disposal system after public sewer service becomes available must discontinue use of the on-site facility and connect to the public system (POTW) upon the earliest of:
>
> 1. the time the on-site system fails or requires pumping, or
> 2. within one year after public service became available or so long as deferred under subsection (D)(2) of this section;

and

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, Failing septic systems are a potential source of pollution to our drinking water resources and the City strives to protect and enhance the quality of our most precious resource, our aquifer, which was designated as sole source aquifer by the Environmental Protection Agency in 1978; and

WHEREAS, The City has identified approximately 180 infill, already developed properties that are within two hundred feet of public sewer and are not connected; and

WHEREAS, to expedite conversion to public sewer service from septic, the City is offering an amnesty and incentive program to make conversion more affordable over the next couple of years; and

WHEREAS, funding for the amnesty and incentive program is from the newly voter-approved Aquifer Protection Area Fee assessed and collected throughout Spokane

DRAFT

County; and

WHEREAS, the City is proposing the Sewer Connection and Amnesty Incentive Program for a limited time to offset costs for eligible property owners to connect to public sewer by December 31, 2028, as follows:

For these selected projects ONLY, the GFC will be charged a special incentive rate of $3,600 for a ¾" connection and $5,300 for a 1" connection if the project is completed prior to December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane:

1. The Sewer Connection Amnesty and Incentive Program, as outlined in Attachment "A" is approved for implementation.
2. For these selected projects ONLY, the GFC will be charged at special incentive rate of $3,600 for a ¾" connection and $5,300 for a 1" connection on condition that the project is completed on or before December 31, 2028.
3. The differential funds to offset the connection fees (GFC charges) and the amnesty amount shall be paid to the City Wastewater Utility from revenues actually received by the City from the APA Fees, as approved by voters in 2025.

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DRAFT

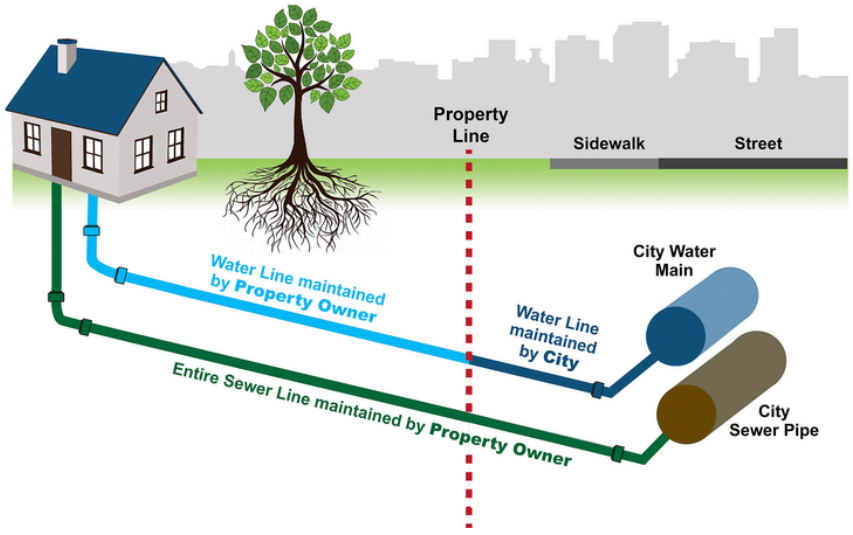
Connect to City Sewer System Now for Less

The **City of Spokane strives to protect and enhance the quality of the Spokane Valley-Rathdrum Prairie Aquifer.** It is our most precious **drinking water resource**, and was designated as sole source aquifer by the Environmental Protection Agency in 1978. **Failing septic systems are a potential source of pollution to our drinking water resources, and homes and businesses within the City are required by Spokane Municipal Code to connect to public sewer service** if the sewer is located within 200 feet from the premises (SMC 13.03.0304). **The City has identified approximately 180 properties in already developed areas that meet these criteria.**

To prioritize the health of our aquifer, the **City is offering an incentive to connect to public sewer service from septic over the next couple of years to make the cost more affordable for property owners**. Funding from the newly voter-approved Aquifer Protection Area will be used to provide a reduction in sewer connection charges required for the conversion. **Projects must be completed by the end of 2028 to be eligible for this program.**

Background

The City of Spokane charges a connection fee, called a **General Facility Charge (GFC)**, to recover **infrastructure costs when a new service location is added** to the sewer system. The GFC is based on the size of the water meter. For 2026, the current GFC for a ¾" connection is $7,330, and a 1" connection is $12,216. (GFC Charges). These rates increase annually based on inflation.



For these selected projects ONLY, the GFC will be charged a special incentive rate of $3,600 for a ¾" connection and $5,300 for a 1" connection if the project is completed prior to December 31, 2028.

Summary of Estimated Costs

Estimated Conversion Costs	2026	2031*
GFC Charge at 3/4" Connection	$3,600	$8,063
Side Sewer Permit	$125	$237
Contractor Installation Cost**	$10,000	$11,000
Total Installation Cost Comparison	**$13,815**	**$19,300**

*Assumes 2% Annual Inflation Rate
**Contractor costs are estimates only and vary by property

Connecting to the City's sewer system in 2026, could save you up to $5,485

Additional Possible Resources

Credit on Your Utility Bill
In some cases, residents on septic have been paying for sewer service because of an additional requirement in the Spokane Municipal Code. Property owners who have been **paying for sewer service for more than one year prior to January 1, 2026, are eligible for an additional credit equal to one year of sewer service costs.** Upon completion of the sewer connection project, property owners can notify 311 to have this credit applied to their utility bill.

Special Financing
The **City of Spokane offers low interest loans for those who qualify, for conversion from a septic system to public sewer** service through a partnership with SNAP. To be eligible, **property owners must be in the City of Spokane sewer utility service area and have a household income at 80% or less of the Area Median Income (AMI)**. More information can be found at **Utility Pipe Rehab Program Assistance** or by contacting SNAP directly at wsr@snapwa.org. Alternative assistance may also be available through **Craft3 Washington Clean Water Loans** for qualified applicants.

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	5/5/2026		
Clerk's File #			
Cross Ref #			
Project #	2024081		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 625-6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - DRISCOLL SIDEWALK - GARLAND TO WELLESLEY 2024081		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Driscoll Sidewalk - Garland to Wellesley project 2024081 for $__. An administrative reserve of 10% of the contract will be set aside.) (Bemiss Neighborhood Council)

Summary (Background)

This partially locally funded, partially state-funded project installs/infills sidewalk on both sides of Driscoll as well as associated curb ramps. This project installs/infills the sidewalk on Driscoll Blvd. between Garland & Wellesley. Also included are curb ramps, a rectangular rapid flashing beacon at Longfellow, STA bus pads, and "squaring up" some of the skewed intersections. This project completes a multiyear effort to install sidewalk along all of Driscoll Ave. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $DOLLAR AMT HERE. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,750,000 (est)
Current Year Cost	$ 1,000,000 (est)
Subsequent Year(s) Cost	$ 750,000 (est)

Narrative

Partially locally funded, partially state-funded project.

Amount		Budget Account
Expense	$ 1,750,000 (est)	# 3200 48400 42300 54141 86148
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	One-Time

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

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

Distribution List

	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.com	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Discussion

Council Meeting Date:

Date Rec'd	5/6/2026		
Clerk's File #			
Cross Ref #			
Project #	2026015		
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	KEVIN PICANCO (509) 625-6088	**Requisition #**	
Contact E-Mail	KPICANCO@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	6-YEAR STREET PROGRAM (2027-2032) ANNUAL UPDATE		

Agenda Wording

Adoption of the 6-year Street Program for 2027-2032.

Summary (Background)

In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly. Executive Summary: • This annual update facilitates: o Compliance with the Growth Management Act and RCW 35.77.010, o City of Spokane can qualify for grant and low interest loan funds, o Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program. • Draft Project Reconciliation (Table attached) Eleven new projects are being added to the program this year. The list of new projects being added to the program is attached and an overview of these projects will be presented at committee.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence	

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

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

Distribution List
eraea@spokanecity.org

RESOLUTION 2025-

WHEREAS, pursuant to the requirements of RCW 35.77.010, Laws of the State of Washington, the City of Spokane has prepared a revised and extended Six-Year Comprehensive Street Program for the ensuing six years, 2027 through 2032; and

WHEREAS, the Spokane City Plan Commission, on April 22nd, 2026, following a public hearing, found the 2027-2032 Six-Year Comprehensive Street Program to be in full conformance with the City's Comprehensive Plan; and

WHEREAS, the City of Spokane utilizes state and federal grants and low-interest loans as appropriate to supplement its financial resources and such anticipated funding is incorporated in the 2027-2032 Six-Year Comprehensive Street Program;

WHEREAS, pursuant to the above law, the City Council of the City of Spokane, being the legislative body of the City held a public hearing on the 2027-2032 Six Year Comprehensive Street Program at 6:00 pm., at City Hall in Spokane, Washington on the 15th day of June, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that the revised and extended 2027-2032 Six Year Comprehensive Street Program is hereby adopted; and,

BE IT FURTHER RESOLVED, that a copy of the revised and extended 2027-2032 Six Year Comprehensive Street Program, together with a copy of this resolution, be filed with the Secretary, Washington State Department of Transportation.

BE IT FURTHER RESOLVED, that City staff be authorized to apply for state and federal grants and low-interest loans in support of projects as identified in the 2027-2032 Six Year Comprehensive Street Program;

Adopted this 15th day of June, 2026 **_____**

Terri Pfister, City Clerk

Approved as to Form:

_____

Assistant City Attorney

STREET PROGRAM RECONCILIATION SHEET

(Comparing 2027-32 against 2026-31 6yr. Program)

New Projects Added to Six-Year Program (2027-2032)

Section/ Funds CN Year	Project Name	Project Description	Purpose Statement	Project Phase Fully Funded			Cost Estimate
				Planning	Design	Constr.	
Bridge Rehabilitation 2029	Monroe St. Bridge Rehab	Complete deck and joint repair and rehabilitate the south jump span.	Bridge deck maintenance and preservation to protect the bridge structure, extend bridge life and delay need for more costly rehabilitation.	n/a	No	No	$4.3M
Bridge Rehabilitation 2026/27	Riverside-1st Ave.-Sprague Bridge Decks Rehab	Bridge deck surface rehabilitation and preservation.	Bridge deck maintenance and preservation to protect the bridge structure, extend bridge life and delay need for more costly rehabilitation.	n/a	Yes	Yes	$1.42M
Capital Improvements 2027/28	Grand Blvd. - 13th to 29th	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	$2.49M
Pedestrian & Bike	Centennial Trail Study	Planning and 30% design to widen trail sections to bring this segment up to a fully separated shared use path.	Improve bike and pedestrian safety. Improve usability and access to transit.	Yes	n/a	n/a	$400k
Pedestrian & Bikeways 2027	Alberta - Gordon to Longfellow Sidewalk	Pedestrian improvements. Work includes ped crossing improvements, sidewalk infill, and related safety improvements.	Improve bike and pedestrian safety. Address gaps in the active transportation network. Improve access to transit.	n/a	Yes	Yes	$810k
Steet Capital Maintenance 2028/29	Mission - Napa to Greene G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	$1.52M
Steet Capital Maintenance 2028/29	Crestline St. - Illinois to Francis Chip Seal	Pavement preservation via chip seal surface treatment.	Preserve and extend the life of the pavement surface.	n/a	Yes	Yes	$1.1M
Steet Capital Maintenance 2028/29	Ash/Maple/Monroe G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	$6.96M
Steet Capital Maintenance 2028/29	29th Ave./Sprague G&O	Pavement rehabilitation and preservation. Asphalt grind and overlay, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	n/a	Yes	Yes	$5.12M
Steet Capital Maintenance 2027	Driscoll - Garland to Rowan Chip Seal	Pavement preservation via chip seal surface treatment. Modify striping and parking layout to upgrade bike lanes to protected lanes.	Extend the life of the pavement structural section. Upgrade bike lanes.	n/a	Yes	Yes	$500k
Impact Fee 2028/29	Nevada / Magnesium Intersection Improvements	Install left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west. ROW acquistion may be required on NE corner.	Address intersection capacity deficiency.	n/a	Yes	Yes	$1.1M

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	5/6/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	KEVIN PICANCO 6088	**Requisition #**	
Contact E-Mail	KPICANCO@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	QUICK BUILDS UPDATE		

Agenda Wording

Staff update to City Council regarding Quick Build improvements including summary of recent work, lessons learned and recommendations.

Summary (Background)

Piloting of 'quick-build' bike, pedestrian and traffic calming roadway treatments began in 2024 and continued into 2025. Council resolution 2025-0114, adopted December 2025, requested a review of the two years of quick-build work and recommendations for the program going forward. Public Works and Planning staff will present a summary of recently completed work, observations, lessons learned and recommendations for continued Quick Build work going forward.

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

n/a

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

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

Council Subcommittee Review

n/a

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

Narrative

n/a

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

Distribution List

	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	kpicanco@spokanecity.org
mmarroquin@spokanecity.org	eraea@spokanecity.org

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/01/2026

Date Rec'd	5/5/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CITY ATTORNEY	**Bid #**	
Contact Name/Phone	MIKE PICCOLO 6237	**Requisition #**	
Contact E-Mail	MPICCOLO@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?** NO	
Agenda Item Name	SPECIAL BUDGET ORDINANCE - ATTORNEY III POSITION FOR UTILITIES		

Agenda Wording

The Office of the City Attorney needs an additional City Attorney III position to provide necessary Legal support for the City's utilities.

Summary (Background)

The Office of the City Attorney currently provides legal services to the Public Works departments; however, an additional attorney position is necessary to meet the service demands of those departments. This position will be fully funded by the benefiting Public Works departments which includes Utility Billing, Water, Wastewater, and Solid Waste. There is no net fiscal impact to the General Fund.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	NO
Total Cost	$ 112,000
Current Year Cost	$ 112,000
Subsequent Year(s) Cost	$ 200,000

Narrative

The cost of this position will be recovered by charging the benefiting departments.

Amount		Budget Account
Revenue	$ 112,000	# 0500-33200-99999-34195-99999
Expense	$ 86,000	# 0500-33200-15300-51001-99999
Expense	$ 7,000	# 0500-33200-15300-52110-99999
Expense	$ 9,000	# 0500-33200-15300-52210-99999
Expense	$ 10,000	# 0500-33200-15300-52310-99999
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes, this service will be funded by utility service fees.

Expense Occurrence	Recurring

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

This position will remain in future budgets as long as the service is required.

Approvals		Additional Approvals	
Dept Head	PICCOLO, MIKE	MANAGEMENT &	MILLER, JACOB
Division Director			
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	PICCOLO, MIKE		
For the Mayor	PICCOLO, MIKE		

Distribution List	
	mpiccolo@spokanecity.org
mfeist@spokanecity.org	jmiller@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 AUTHORIZE AN ADDITIONAL ATTORNEY POSITION TO SUPPORT CITY UTILITIES, 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 1.0 non-classified City Attorney III position (from 5 to 6) in the Office of the City Attorney.

2) Increase revenue by $112,000.
A) Of the increased revenue, $112,000 is provided solely for Legal services provided by the Office of the City Attorney.

3) Increase appropriation by $112,000.
A) Of the increased appropriation, $112,000 is provided solely for wages and benefits in the Office of the City Attorney.

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 for an additional attorney position to support City utilities, 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:** 05/11/2026

Committee Agenda type: Information Only

Council Meeting Date:

Date Rec'd	4/29/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	PLANNING SERVICES	**Bid #**	
Contact Name/Phone	JACKIE X6986	**Requisition #**	
Contact E-Mail	JJOHNSEN@SPOKANECITY.ORG		
Agenda Item Type	Information Only - Committee		
Council Sponsor(s)	ZZAPPONE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	WHEELSHARE 2026 CONTRACT EXTENSION		

Agenda Wording

This agenda item proposes to brief City Council on the potential for enacting an optional two-year extension written into the 2024 Wheelshare Contract to allow continued operation through 2026 - 2028. This contract extension considers adjustments to winter operational fees, fleet sizes and fleet composition.

Summary (Background)

Following the success of the fall 2018 shared mobility pilot program, the City launched a request for proposals to select an operator for an ongoing shared mobility program, WheelShare, for 2019-2021 with an option of two, two-year extensions. Lime was awarded the contract in May of 2019. One of the two optional two-year extensions was used in May 2021 extending the contract to May 2023. Council requested a shortened second contract extension lasting six months until November 2023. This shortened extension allowed a new request for proposals to be issued prior to the 2024 operating season for shared mobility devices. Multiple responses were received and evaluated by a team representing the Mayor's Office, the City Council, Public Works, Planning and Economic Development, and the Spokane Transit Authority. Neutron Holdings, Inc., doing business as Lime, submitted the top-scoring proposal and was recommended to operate under contract for a two-year period from 2024 to 2026, with the possibility of up to two optional two-year extensions, consistent with the previous contract structure. This agenda item proposes to brief City Council on the potential for enacting the first of these optional two-year extensions to allow continued operation through 2026 - 2028. This contract extension considers adjustments to winter operational fees, fleet sizes and fleet composition. Pursuant to SMC 16A.62.035 adopted in April 2019, the City may allow the operation of application-based rental of electronically activated personal transportation devices.

What impacts would the proposal have on historically excluded communities?

The proposed contract requires that Lime make investments towards equity initiatives in the City of Spokane. Lime is proposing to continue the "Lime Access Program" which provides discounted fees for those who qualify. Reasons for eligibility include SNAP, Medicaid, Federal Subsidized Housing, and any other approved social service program. Further, a newly added equity component of the contract will require Lime to locate 10% of its deployed fleet in designated Equity Focus Areas (census tracts that have a score of 9 or 10 on the Council of Environmental Quality's Climate and Economic Justice Screening Tool).

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

Data collected regarding trip duration, distance, and speed is not parsed to individual demographic categories to protect individuals' data. An annual user survey issued by the provider serves to identify anonymized user demographics and trip characteristics to inform ongoing operations and city policy.

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

Using third party applications City staff can analyze trip duration, distance, speed, etc. to create geofenced areas for speed limits, parking restrictions, and no ride zones. Trip data also allows City staff to assess locations for improving active transportation infrastructure.

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 City's shared mobility program aligns with the Transportation Goal B: Provide Transportation Choice "meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices." Shared mobility programs are also a part of the City's Transportation Demand Management Toolkit providing one solution to the first mile/ last mile barrier.

Council Subcommittee Review

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

Narrative

The WheelShare program is a revenue source for the City. The operator fee schedule under the proposed contract is $17,000 per year with an additional vehicle charge of $0.75 per vehicle per day and a winter vehicle charge of $0.33 per vehicle per day from

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	
	cquinnhurst@spokanecity.org
smacdonald@spokanecity.org	sgardner@spokanecity.org
eking@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	May 11, 2024
Submitting Department	Planning & Economic Development
Contact Name	Jackie Johnsen
Contact Email & Phone	jjohnsen@spokanecity.org / 509-625-6986
Council Sponsor(s)	CM Zappone & CM Klitzke
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10 minutes
Agenda Item Name	WheelShare 2026 Contract Extension
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Following the success of the fall 2018 shared mobility pilot program, the City launched a request for proposals to select an operator for an ongoing shared mobility program, WheelShare, for 2019-2021 with an option of two, two-year extensions. Lime was awarded the contract in May of 2019. One of the two optional two-year extensions was used in May 2021 extending the contract to May 2023. Council requested a shortened second contract extension lasting six months until November 2023. This shortened extension allowed a new request for proposals to be issued prior to the 2024 operating season for shared mobility devices. Multiple responses were received and evaluated by a team representing the Mayor's Office, the City Council, Public Works, Planning and Economic Development, and the Spokane Transit Authority. Neutron Holdings, Inc., doing business as Lime, submitted the top-scoring proposal and was recommended to operate under contract for a two-year period from 2024 to 2026, with the possibility of up to two optional two-year extensions, consistent with the previous contract structure. This agenda item proposes to brief City Council on the potential for enacting the first of these optional two-year extensions to allow continued operation through 2026 – 2028. This contract extension considers adjustments to winter operational fees, fleet sizes and fleet composition. Pursuant to SMC 16A.62.035 adopted in April 2019, the City may allow the operation of application-based rental of electronically activated personal transportation devices.

Fiscal Impact

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

Narrative: The WheelShare program is a revenue source for the City. The operator fee schedule under the proposed contract is $17,000 per year with an additional vehicle charge of $0.75 per vehicle per day and a winter vehicle charge of $0.33 per vehicle per day from November 15 to March 15 to facilitate year-round operations. Funds received from the fees go to supporting active transportation projects in Spokane.

Funding Source ☐ One-time ☐ Recurring ☒ N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Yes, this is a source of revenue.

Expense Occurrence ☐ One-time ☐ Recurring ☒ N/A

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

Operations Impacts:

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

The proposed contract requires that Lime make investments towards equity initiatives in the City of Spokane. Lime is proposing to continue the "Lime Access Program" which provides discounted fees for those who qualify. Reasons for eligibility include SNAP, Medicaid, Federal Subsidized Housing, and any other approved social service program. Further, a newly added equity component of the contract will require Lime to locate 10% of its deployed fleet in designated Equity Focus Areas (census tracts that have a score of 9 or 10 on the Council of Environmental Quality's Climate and Economic Justice Screening Tool).

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

Data collected regarding trip duration, distance, and speed is not parsed to individual demographic categories to protect individuals' data. An annual user survey issued by the provider serves to identify anonymized user demographics and trip characteristics to inform ongoing operations and city policy.

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

Using third party applications City staff can analyze trip duration, distance, speed, etc. to create geofenced areas for speed limits, parking restrictions, and no ride zones. Trip data also allows City staff to assess locations for improving active transportation infrastructure.

- 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 City's shared mobility program aligns with the Transportation Goal B: Provide Transportation Choice "meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices." Shared mobility programs are also a part of the City's Transportation Demand Management Toolkit providing one solution to the first mile/ last mile barrier.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Staff updated Council at the Public Safety & Community Health Committee on July 31, 2023 going over the tools and efforts used to help with sidewalk parking and conflict points like low-speed and no-ride zones and the expansion of the mandatory parking zone in Downtown. Prior to starting the Request for Proposal (RFP) process, staff provided a presentation to the Public Infrastructure, Environment, and Sustainability Committee on October 23, 2023 going over points of emphasis that would be included in future WheelShare contracts such as increased emphasis on parking requirements and enforcement, sidewalk detection technology, and river retrieval operations.

Staff proposes to update City Council at the May 11, 2026 Public Infrastructure, Environment and Sustainability sub-committee meeting and the May 18, 2026 Urban Experience sub-committee meeting.

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/01/2026

Date Rec'd	5/6/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	SHAE 625-6224	**Requisition #**	
Contact E-Mail	SBLACKWELL@SPOKANECITY.COM		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	ORDINANCE REGARDING DESIGN CHANGES TO 6-YEAR STREET PLANS		

Agenda Wording

An Ordinance of the City of Spokane limiting material design changes to projects identified in the Six-year Comprehensive Streets Plan, and amending Section 04.40.080.

Summary (Background)

This ordinance relates to the Six-year Comprehensive Streets Plan process and provides a mechanism for the City Council to modify the adopted Six-year Comprehensive Streets Plan outside of the regular annual cycle, in limited circumstances.

What impacts would the proposal have on historically excluded communities?

6-year Street Plans often do not include specific design configurations. This ordinance provides increased opportunities for public feedback. Broadly speaking, street configurations can profoundly shape access to opportunity, how easily individuals can reach jobs, transit access, walkability and more. It is important for the City of Spokane to have and provide as much information as possible, as early as possible, to all citizens when determining changes to any plan.

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?

No data expected

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

The effectiveness of the change is indeterminable; however, increased transparency and public engagement do lead to better outcomes. This principle is widely supported in urban planning, especially for transportation and street planning.

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?

Six year street plans are mandated under the Growth Management Act, which emphasizes public input in the planning process. This ordinance expands the opportunity for public input (via the council process) for the Six-year Comprehensive Streets Plan.

Council Subcommittee Review

None

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

Distribution List	

ORDINANCE C- _____

An Ordinance of the City of Spokane limiting material design changes to projects identified in the Six-year Comprehensive Streets Plan, and amending Section 04.40.080.

WHEREAS, the City of Spokane, pursuant to 35.77.010, each year prepares a "Six-Year Comprehensive Street Plan" that identifies its comprehensive transportation program for the ensuing six years; and

WHEREAS, pursuant to Section 04.40.080, the Spokane Transportation Commission is charged with reviewing and making recommendations to the City Council on street improvements to be incorporated into (or removed) from the Six-Year Comprehensive Street Program; and

WHEREAS, the City Council annually adopts the City's Six-year Comprehensive Street Plan for the ensuing six years, based on recommendations from the Spokane Plan Commission and the Spokane Transportation Commission; and

WHEREAS, the City's current and adopted Six-year Comprehensive Street Plan, covering the years 2026-2031, was adopted by Resolution 2026-0045; and

WHEREAS, the City's current and adopted Six year Comprehensive Street Plan includes improvements to Spokane Falls Boulevard from Post Street to Division Street, project number STR-2018-6 / 2018086 (hereafter the "Falls Boulevard Project"), and described therein as construction of "full-depth roadway and repair sidewalk," "[r]eplacement of lighting, communication conduit and cable, and traffic signals" and "Accessible Pedestrian Signals (APS) updates as appropriate," and indicates such improvements are to be an "Integrated project with Water and Wastewater improvements"; and

WHEREAS, this segment of Spokane Falls Boulevard currently is a multi-lane one-way arterial directing traffic westbound from Division Street to Post Street; and

WHEREAS, since adoption of the current Six-year Comprehensive Street Plan, the City Council has been briefed on specific projects, including the Falls Boulevard Project, which project now includes potential changes to a two-way arterial, among other design changes that are described in the description in the Six-year Comprehensive Street Plan; and

WHEREAS, once a project is included in an adopted Six-year Comprehensive Street Plan, significant design changes would not come before the city council for review and approval except as part of the annual review and adoption of the six-year plan the following year, or through council review of related construction contracts; and

WHEREAS, RCW 35.77.010 permits the legislative body of the city to revise its six-year plan “at any time” after a public hearing; and

WHEREAS, the City Council concludes that to prevent delays in adopted projects or their related contract approvals, to prevent confusion and to ensure adequate public and council input before major design changes become embedded in the planning and contracting for a specific project, it is desirable to provide a mechanism for the City Council to modify the adopted Six-year Comprehensive Street Plan outside of the regular annual cycle in limited circumstances;

NOW, THEREFORE, the City of Spokane does ordain as follows:

Section 1. That section 04.40.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

A. The Transportation Commission shall study significant transportation issues and make recommendations to the Mayor and Council, consistent with Chapter 16A.84 and Chapter 17H.020 of the Spokane Municipal Code and the City’s Comprehensive Plan (Transportation Element), and with due regard for the following considerations:

   1. Meet mobility needs by providing complete and connected facilities for all transportation options, including walking, bicycling, public transportation, private vehicles, and other choices.

   2. Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provide for the needs of all travelers, particularly the most vulnerable users.

   3. Consistent with a complete and connected network, encourage open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.

   4. Study and promote technological advancements in transportation infrastructure design, materials, and methods that improve safety, reduce maintenance costs, and enhance performance.

   5. Prioritize the safety of people walking, pursuant to SMC 16A.84.020.

6. Collaborate with the Plan Commission to make recommendations for the City's transportation system that further the goals of the Comprehensive Plan and support the City's vision for the development and redevelopment of land.

B. The Transportation Commission may consider and make recommendations on specific transportation projects as determined by the annual work plan and upon request by City staff or major stakeholders.

C. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, shall review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. The Transportation Commission shall review requested exceptions to the Complete Streets Program as required by SMC Chapter 17H.020. Transportation and Sustainability Division and Integrated Capital Management Department staff shall provide support to the Transportation Commission to help fulfill this duty. No arterial project included in any adopted Six-Year Comprehensive Street Program shall be significantly modified or expanded beyond the scope of the project as set forth in the adopted six-year plan without:

1. Approval of the modification and/or expansion by the Transportation Commission and

2. Approval of the modification and/or expansion by the City Council after a public hearing pursuant to RCW 35.77.010, either during the annual cycle for approval of the six-year plans or by separate resolution altering the six-year plan specifically to accommodate the modification and/or expansion of the project.

For purposes of this subsection, an arterial project is significantly modified or expanded if the changes are not specifically identified in the adopted plan, and the proposed modification or expansion reduces or increases the number of vehicular lanes of travel, alters the direction of travel on some or all of the lanes travel on the arterial, or is expected increase projected costs by more than fifty percent (50%) in any given year of the project lifetime.

D. Transportation Benefit District - The Transportation Commission shall make recommendations to the City Council regarding a comprehensive program for the following programs:

1. Use of Transportation Benefit District (TBD) program funds; and

2. Use of funds allocated by the Street Department for residential/local access street maintenance; and

3. Required investments in pedestrian improvements per SMC 08.16.060.

The Transportation and Sustainability Division, Transportation Benefit District (TBD) Administrator, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department shall assist with the identification of residential/local access streets appropriate for repair.

E. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.

F. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, shall review and recommend updates to the Pedestrian Master Plan as required by SMC 16A.84.030. The Transportation and Sustainability Division, Planning and Economic Development Services Department, and Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill this duty.

G. Parking System - The Transportation Commission shall make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in SMC 07.08.130. The Transportation and Sustainability Division through the Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.

H. Spokane Safe Streets for All Program - The Transportation Commission shall make annual recommendations to the City Council on the following:

1. the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law;

2. Recommendations for projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds; and

3. the operation of the automated safety program and any contracts associated with its implementation.

The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects, or expenditures previously approved by the City Council as of the effective date of this ordinance. The Transportation and Sustainability Division, the Manager of Neighborhood Connectivity Initiatives, and the Integrated Capital Management Department shall provide staff support to the Transportation Commission to help fulfill these duties.

I. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, progress of Complete Streets Implementation, transportation improvement expenditures, revenues, construction schedules, any newly acquired data and predictive analytics, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

J. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the Director of Transportation and Sustainability in coordination with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives. The annual work plan shall be adopted by the City Council.

K. At least once per year, the Commission shall convene an ad hoc subcommittee, composed of Commission members and city staff, to review the details of all collisions occurring in the prior year that involve vehicles, bicycles, and/or pedestrians and which result in death or serious injury on public ways within the City. After such review, the ad hoc subcommittee may propose design modifications to enhance roadway safety. Such recommendations need not be limited to the particular location of the incident and may propose system-wide changes if appropriate. The ad hoc subcommittee shall present its findings to the full commission either separately or a

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

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

PASSED by the City Council on _____

_____

Council President

Attest:

_____

City Clerk

Approved as to form:

_____

City Attorney

_____

Mayor

_____

Date

_____

Effective Date

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/5/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES 4TH FLOOR CITY HALL RECONFIGURATION PROJECT		

Agenda Wording

Utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No 2020000622 and Fellowes Inc,Contract R221001, Facilities has contracted weith Contract Design to provide project design, project management and installation of modular furniture on the fourth floor of City Hall.

Summary (Background)

Facilities has worked with the Human Resources Department and the Accounting Department to design better use of space on the 4th floor of City Hall. This project will provide private offices for the Director of Human Resources and the Chief Financial Officer by erecting walls to the ceilings, enclosing their offices. Several other work spaces will be updated to provide more space for staff. The departments workspaces will be arranged to better facilitate communication between staff and department.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 136,361.86
Current Year Cost	$ 136,361.86
Subsequent Year(s) Cost	$

Narrative

Amount		Budget Account
Expense	$ 136,361.86	# 5904-79160-18300-54101-59011
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	TEAL, JEFFREY		
Division Director	STRATTON, JESSICA		
Accounting Manager	LIPPS, JOSH		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Gwen Guenzel Gwen.G@cdcollective.com	jteal@spokanecity.org
sneal@spokanecity.org	laga@spokanecity.org
karcher@spokanecity.org	klong@spokanecity.org
facilitiesaccounting@spokanecity.org	kbustos@spokanecity.org

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT

Title: PROJECT MANAGEMENT, DESIGN AND INSTALLATION OF FURNITURE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CONTRACT DESIGN,** whose address is 1 North Monroe Street, Suite 100, Spokane, Washington 99201 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Project Management, Design and Installation of Modular Furniture for the 4th Floor of City Hall; and

WHEREAS, the Contractor was procured through Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No. 2020000622, and Fellowes, Inc. Contract No. R221001;

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 July 1, 2026, and ends on January 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 Contractor's Proposal No. 54542 dated April 21, 2026 which is attached as Exhibit B; and Contractor's General Terms and Conditions of Sale which is attached as Exhibit C. 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 TWENTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 95/100 DOLLARS** (**$124,987.95**), plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele.. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

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

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

8. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%)

payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor

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

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

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

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

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

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed

or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CONTRACT DESIGN	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Exhibit B – Contractor's Proposal No. 54542 dated April 21, 2026
Exhibit C - Contractor's General Terms and Conditions of Sale

26-108

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT C

PROPOSAL

contract DESIGN
www.cdcollective.com

Spokane Showroom
1 North Monroe, Suite 100
Spokane, WA 99201
P: 509.624.4220
F: 509.623.1777

Missoula Showroom
1330 W Broadway St.
Missoula, MT 59802
P/F: 406.926.3313

Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL #:	**54542**
DATE:	04/21/26
PROJECT #:	4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
4TH FL - RECONFIGURE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	E1240.70FE	+4-Way 90 Con,70" h,(E) pwr	258.97	517.94
		HF	+inner tone light		
			Tag 1: Accounting		
2	1	E1311.B	+Receptacle, 4 Circuit, 15 Amp,duplex, circ b 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: Accounting		
3	1	E1311.C	+Receptacle, 4 Circuit, 15 Amp,duplex, circ c 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: Accounting		
4	1	E1356.BE	+Pass-Through Harness, Con,spacer 5/Pkg	116.29	116.29
			Tag 1: Accounting		
5	1	E1356.CE	+Pass-Through Harness, Con,3-way 90 connector 5/Pkg	118.61	118.61
			Tag 1: Accounting		
6	1	E1356.DE	+Pass-Through Harness, Con,4-way 90 connector 5/Pkg	122.67	122.67
			Tag 1: Accounting		
7	2	E1415.1624T	+Window Tile,16" h,24" w,top	81.78	163.56
		HF	+inner tone light		
		TR	+clear		
			Tag 1: Accounting		
8	4	E1415.1648T	+Window Tile,16" h,48" w,top	122.67	490.68
		HF	+inner tone light		
		TR	+clear		
			Tag 1: Accounting		
9	2	E2393.24L	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,lf	20.59	41.18
		HF	+inner tone light		
		SM	+on module		

CONTINUED...

contract DESIGN
www.cdcollective.com

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1 North Monroe, Suite 100
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P: 509.624.4220
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PROPOSAL

PROPOSAL #:	**54542**
DATE:	04/21/26
PROJECT #:	4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
4TH FL - RECONFIGURE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: Accounting		
10	2	E2393.24R	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,rt	20.59	41.18
		HF	+inner tone light		
		SM	+on module		
			Tag 1: Accounting		
11	1	E1311.A	+Receptacle, 4 Circuit, 15 Amp,duplex, circ a 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: Director of Finance		
12	2	E1415.1630T	+Window Tile,16" h,30" w,top	87.87	175.74
		HF	+inner tone light		
		TR	+clear		
			Tag 1: Director of Finance		
13	2	E1415.1636T	+Window Tile,16" h,36" w,top	98.60	197.20
		HF	+inner tone light		
		TR	+clear		
			Tag 1: Director of Finance		
14	1	LW100.20BBF	+W-Pull Freestd Pedestal,20" d,BBF	298.28	298.28
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		1F	+standard height		
		3M	+drawer divider in drawer, pencil tray		
			Tag 1: Director of Finance		
15	2	2VT-LX-C48-30	Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns	557.39	1,114.78
		SLV	Silver Finish		
			Tag 1: HR Mandy		

contract DESIGN
www.cdcollective.com

Spokane Showroom
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Spokane, WA 99201
P: 509.624.4220
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Missoula Showroom
1330 W Broadway St.
Missoula, MT 59802
P/F: 406.926.3313

Bozeman Showroom
300 Andrea Dr.
Belgrade, MT 59714
406-220-8200

PROPOSAL

PROPOSAL #:	**54542**
DATE:	04/21/26
PROJECT #:	4-344

PROPOSAL FOR: 1746

CITY OF SPOKANE
ATTN: ACCOUNTS PAYABLE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

INSTALL AT:

CITY OF SPOKANE
4TH FL - RECONFIGURE
808 SPOKANE FALLS BLVD
SPOKANE WA 99201

CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
16	1	DU6WS.3072L	@Renew Ht Adj Rect Worksurface,sq-edge,30" d (29" surf size),72" w (70" surf size),high-pressure lam top/thermoplastic edge	234.67	234.67
		V	+pre-drilled holes for V1 base		
		HF	@inner tone light		
		HF	@inner tone light		
		NNN	+no cutout		
			Tag 1: HR Mandy		
17	2	FT199.	+Cable Mgmt Trough	30.74	61.48
			Tag 1: HR Mandy		
18	1	LW110.20BF	+W-Pull Mobile Pedestal,20" d,BF	278.57	278.57
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		5M	+pencil tray in drawer, 2 file converters		
		H1	+hand grip only		
			Tag 1: HR Mandy		
19	1	PIA2B327AA	+Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea	551.78	551.78
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		SC8	+2 1/2" caster,black yoke,hard floors/carpet		
		235	+tailored-Pr Cat 1		
		12	+tailored black		
			Tag 1: HR Mandy		

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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
20	8	LW110.20BF	+W-Pull Mobile Pedestal,20" d,BF	278.57	2,228.56
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		5M	+pencil tray in drawer, 2 file converters		
		H1	+hand grip only		
			Tag 1: HR Private Offices		
21	1	2VT-LX-C48-30	Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns	557.39	557.39
		SLV	Silver Finish		
			Tag 1: HR Safety 1		
22	1	FT199.	+Cable Mgmt Trough	30.74	30.74
			Tag 1: HR Safety 1		
23	1	LW110.20BF	+W-Pull Mobile Pedestal,20" d,BF	278.57	278.57
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		5M	+pencil tray in drawer, 2 file converters		
		H1	+hand grip only		
			Tag 1: HR Safety 1		
24	1	PIA2B327AA	+Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea	551.78	551.78
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		SC8	+2 1/2" caster,black yoke,hard floors/carpet		
		235	+tailored-Pr Cat 1		

CONTINUED...

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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		12	+tailored black		
			Tag 1: HR Safety 1		
25	1	2VT-LX-C48-30	Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns	557.39	557.39
		SLV	Silver Finish		
			Tag 1: HR Safety 2		
26	1	DU6WS.2448L	+Renew Ht Adj Rect Worksurface,sq-edge,24" d (23" surf size),48" w (46" surf size),high-pressure lam top/thermoplastic edge	108.50	108.50
		V	+pre-drilled holes for V1 base		
		HF	@inner tone light		
		HF	@inner tone light		
		NNN	+no cutout		
			Tag 1: HR Safety 2		
27	1	FT199.	+Cable Mgmt Trough	30.74	30.74
			Tag 1: HR Safety 2		
28	1	LW110.20BF	+W-Pull Mobile Pedestal,20" d,BF	278.57	278.57
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		5M	+pencil tray in drawer, 2 file converters		
		H1	+hand grip only		
			Tag 1: HR Safety 2		
29	1	PIA2B327AA	+Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous	551.78	551.78

CONTINUED...

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			w/ tilt limiter & seat angle,fully adj arms,adj sea		
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		SC8	+2 1/2" caster,black yoke,hard floors/carpet		
		235	+tailored-Pr Cat 1		
		12	+tailored black		
			Tag 1: HR Safety 2		
30	6	2VT-LX-C48-30	Victory Series Electric Table Base w/ Adjustable Cross Channel (42.5"- 71.5") w/30" C-Feet, Quick-Connect Columns	557.39	3,344.34
		SLV	Silver Finish		
			Tag 1: New 6 Pack		
31	6	FCH4C	Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Mounts on Top or Under Desk	141.30	847.80
		BLK	Black		
			Tag 1: New 6 Pack		
32	6	DU6WS.3066L	@Renew Ht Adj Rect Worksurface,sq-edge,30" d (29" surf size),66" w (64" surf size),high-pressure lam top/thermoplastic edge	208.63	1,251.78
		V	+pre-drilled holes for V1 base		
		HF	@inner tone light		
		HF	@inner tone light		
		NNN	+no cutout		
			Tag 1: New 6 Pack		
33	3	E1109.7030G	+Frame,70" h,30" w,(G)pwr, 4-c,com pt loc	372.94	1,118.82
		HF	+inner tone light		
		HF	+inner tone light		

CONTINUED...

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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: New 6 Pack		
34	14	E1109.7030J	+Frame,70" h,30" w,(J)npwr, ac hole/com pt	287.39	4,023.46
		HF	+inner tone light		
		HF	+inner tone light		
			Tag 1: New 6 Pack		
35	8	E1109.7036J	+Frame,70" h,36" w,(J)npwr, ac hole/com pt	310.88	2,487.04
		HF	+inner tone light		
		HF	+inner tone light		
			Tag 1: New 6 Pack		
36	9	E1120.70	+Draw Rod,70" h	20.01	180.09
			Tag 1: New 6 Pack		
37	2	E1220.70SRE	+2-Way 90 Con,70" h,vinyl,radius,(E) pwr	185.60	371.20
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
			Tag 1: New 6 Pack		
38	2	E1230.70SE	+3-Way 90 Con,70" h,vinyl,(E) pwr	239.54	479.08
		HF	+inner tone light		
		HF	+inner tone light		
		HF	+inner tone light		
			Tag 1: New 6 Pack		
39	2	E1240.70FE	+4-Way 90 Con,70" h,(E) pwr	258.97	517.94
		HF	+inner tone light		
			Tag 1: New 6 Pack		
40	7	E1250.70S	+Fin End,70" h,std	50.46	353.22
		HF	+inner tone light		
			Tag 1: New 6 Pack		

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
41	1	E1311.A	+Receptacle, 4 Circuit, 15 Amp,duplex, circ a 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: New 6 Pack		
42	1	E1311.B	+Receptacle, 4 Circuit, 15 Amp,duplex, circ b 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: New 6 Pack		
43	1	E1311.C	+Receptacle, 4 Circuit, 15 Amp,duplex, circ c 6/Pkg	112.23	112.23
		HF	+inner tone light		
			Tag 1: New 6 Pack		
44	1	E1322.06E	+Pwr Entry, External Direct Connect, 4 Circ,6' l	99.18	99.18
			Tag 1: New 6 Pack		
45	3	E1354.48E	+Baseline Harness, 4 Circ,no side covers,48" w,std	93.67	281.01
			Tag 1: New 6 Pack		
46	1	E1356.BE	+Pass-Through Harness, Con,spacer 5/Pkg	116.29	116.29
			Tag 1: New 6 Pack		
47	34	E1415.1630T	+Window Tile,16" h,30" w,top	87.87	2,987.58
		HF	+inner tone light		
		TR	+clear		
			Tag 1: New 6 Pack		
48	16	E1415.1636T	+Window Tile,16" h,36" w,top	98.60	1,577.60
		HF	+inner tone light		
		TR	+clear		
			Tag 1: New 6 Pack		

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CUSTOMER P.O.	PAYMENT TERMS	QUOTE VALID	SALESPERSON
	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
49	6	E1415.1648T	+Window Tile,16" h,48" w,top	122.67	736.02
		HF	+inner tone light		
		TR	+clear		
			Tag 1: New 6 Pack		
50	85	E1420.1630F	+Face Tile,16" h,30" w,fabric	52.49	4,461.65
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
			Tag 1: New 6 Pack		
51	15	E1420.1630F	+Face Tile,16" h,30" w,fabric	52.49	787.35
		8T	+crossing-Pr Cat 1		
		18	+crossing indigo		
			Tag 1: New 6 Pack		
52	3	E1420.1636F	+Face Tile,16" h,36" w,fabric	58.29	174.87
		8T	+crossing-Pr Cat 1		
		18	+crossing indigo		
			Tag 1: New 6 Pack		
53	37	E1420.1636F	+Face Tile,16" h,36" w,fabric	58.29	2,156.73
		8T	+crossing-Pr Cat 1		
		19	+crossing shale		
			Tag 1: New 6 Pack		
54	3	E1420.1648F	+Face Tile,16" h,48" w,fabric	66.99	200.97
		8T	+crossing-Pr Cat 1		
		18	+crossing indigo		
			Tag 1: New 6 Pack		
55	6	E2393.24L	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,lf	20.59	123.54
		HF	+inner tone light		
		SM	+on module		
			Tag 1: New 6 Pack		
56	6	E2393.24R	+Wk Surf Support, Sng,for 20"- or 24"-deep surf,rt	20.59	123.54
		HF	+inner tone light		
		SM	+on module		

CONTINUED...

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: New 6 Pack		
57	6	EWS10.2448LF	+Rect Surf,sq-edge,24" d,48" w,high-pressure lam top/thermoplastic edge,Ethospace frame att surf	149.06	894.36
		HF	+inner tone light		
		HF	+inner tone light		
			Tag 1: New 6 Pack		
58	12	FT199.	+Cable Mgmt Trough	30.74	368.88
			Tag 1: New 6 Pack		
59	6	LW100.20BBF	+W-Pull Freestd Pedestal,20" d,BBF	298.28	1,789.68
		SB	+full-extension ball-bearing		
		SS	+smooth paint on smooth steel		
		HF	+inner tone light		
		KC	+keyed differently, chrome		
		1F	+standard height		
		3M	+drawer divider in drawer, pencil tray		
			Tag 1: New 6 Pack		
60	7	PIA2B327AA	+Verus Wk Chair, Ready to Assemble,Interweave 2 suspension back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj sea	551.78	3,862.46
		AJ	+adjustable lumbar with sacral support		
		BK	+black base/black frame		
		36506	+shale		
		SC8	+2 1/2" caster,black yoke,hard floors/carpet		
		235	+tailored-Pr Cat 1		
		12	+tailored black		
			Tag 1: New 6 Pack		

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
62	1	UNIT	Architectural Products - Walls, Doors & Misc. Hardware * Includes: * Chief Financial Officer * Director of Human Resources Tag 1: Volo Walls	22,525.97	22,525.97
62	1	UNIT	Freight Fee Tag 1: Volo Walls	1,217.62	1,217.62
63	1	DESIGN	Design Services; site verification, create furniture as-builts, layouts, renderings, revisions, specifications and installation drawings Price based	14,440.00	14,440.00
64	1	LABOR	Contract Design Associates to Receive, Deliver and Install Furniture based on approved furniture plans including Demo and relocate 5 panels, 6 desks, * Assumptions: * Normal Business Days/Hours * Free and Clear Conditions * Elevator Access & Stair Carry of Volo * No Hardwire Electrical * Connections/Disconnections; * Must be done by licensed elecrician * at customers expense * Less than a 50 yd push from * truck to install site * Most direct path from * truck to install site * Must be free & clear of: * contractors, cords, dirt and * debris for a smooth delivery * Quote includes all trash removal and	28,045.87	28,045.87

CONTINUED...

PROPOSAL

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			* basic clean up at project completion *		
65	1	PM	Project Managment (Furniture and Furnishings Related) * Pre/Post install meetings with client or * client representative to coordinate logistics * Developement of plans & schedules * Coordination with other professional crafts * and trades persons. Verification * of critical field dims before install * Walk-throughs during installation dates * Post install walk-through upon completion * Manage and complete any punchlist items * identified within post install walk-through	2,400.00	2,400.00
66	1	PWLABOR	Contract Design Associates to Install Volo Walls based on approved furniture plans Public Works requirements ONLY applies to the installation work. Omnia Contract Pricing * ESI/Fellowes Contract# R221001 * Herman Miller Contract# 2020000622 **COMPLETE TERMS AND CONDITIONS AVAILABLE UPON REQUEST**	10,270.00	10,270.00

	SUBTOTAL	124,987.95
	SALES TAX	11,373.91
	TOTAL	**136,361.86**

THANK YOU FOR YOUR BUSINESS!!!
By acceptance of this proposal, I acknowledge and agree with the seller's standard terms and conditions.

SIGNATURE_____

PRINT NAME_____ DATE ACCEPTED_____

License Information:

New search Back to results

Entity name: CDA WASHINGTON, LLC

Business name: CONTRACT DESIGN

Entity type: Limited Liability Company

UBI #: 605-662-111

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1 NORTH MONROE
STE 100
SPOKANE WA 99201

Mailing address:
1 NORTH MONROE
STE 100
SPOKANE WA 99201

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Dec-31-2026	May-21-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GUENZEL, GWENDOLYN RENE	Member

Registered Trade Names

Registered trade names	Status	First issued
CONTRACT DESIGN	Active	May-21-2025

The Business Lookup information is updated nightly. Search date and time: 5/5/2026 12:38:08 PM

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CONTDES-01 LLEHMITZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2026

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	CONTACT NAME: Lesha Lehmitz
Stonebraker McQuary 1401 E 57th Ave Spokane, WA 99223	PHONE (A/C, No, Ext): (509) 758-5529 FAX (A/C, No): E-MAIL ADDRESS: llehmitz@stonebrakermcquary.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Company of America	31534
INSURER B : The Hanover Insurance Company	22292
INSURER C : The Cincinnati Specialty Underwriters Insurance Company	13037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CDA Washington LLC
1 N. Monroe, Suite 100
Spokane, WA 99201

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ZB2J176438	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO		X	AH2J177112	10/1/2025	10/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			UH2J176437	10/1/2025	10/1/2026	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		ZB2J176438	10/1/2025	10/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			CSU0279044	3/23/2026	3/23/2027	Limit	1,000,000
A	Leased Hired Rented			ZB2J176438	10/1/2025	10/1/2026	Equip $1k Deductible	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured status as provided by the attached policy forms and endorsements.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	$25,000
	- Product Recall Expense Aggregate Limit	$50,000
	- Product Recall Deductible	$500
10.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

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

Additional Insured – Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured 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, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(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;

(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:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) 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.

(9) “Bodily injury” or “property damage” arising out of an “occurrence” that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) 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.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

a. SECTION III – LIMITS OF INSURANCE, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

a. Expected Or Intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12.** "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED,** Paragraph **3.**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

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

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

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

b. SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5**. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **4**. **Other Insurance,** subparagraph **b. Excess Insurance,** item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. SECTION V – DEFINITIONS, Definition **9.** "Insured contract", Paragraph **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, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

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

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

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

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

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

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 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.

1.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 $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

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

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

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

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b**. of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 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.

Paragraph (4) is replaced by the following:

(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.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.1**. **COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

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

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered “auto’ at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto’s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto’s" operating system; or

2. Both:

    a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

    b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

    a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
    c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental 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 "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3**.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

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

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

   (1) You, if you are an individual;
   (2) Any partner or insurance manager if you are a partnership; or
   (3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2**. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7**. **Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

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

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Agenda Sheet for City Council: **Committee:** PIES **Date:** 05/11/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 06/08/2026		**Date Rec'd**	5/1/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	IPWQ 6530-26
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES MANAGMENT WATER DEPARTMENT RADIO TOWER REMOVAL &		

Agenda Wording

In conjunction with the Purchasing Department and Water Department, the Facilities Department requested bids for removal and replacement of the existing roof-anchored radio tower at the Water Department Main Administration Office with a new self-supporting radio tower.

Summary (Background)

This contract with Day Wireless Systems located in Milwaukie, Oregon completes the removal and replacement of the existing roof anchored radio antenna at the Water Department Main Administration Office with a new free-standing radio tower directly adjacent to the building. This new antenna will be fully compatible with the existing radio equipment and radio frequencies currently in use by the Water Department but will not require the current roof-anchored guy lines tying the tower to the building. We are requesting an 10% administrative reserve in addition to the bid amount.

What impacts would the proposal have on historically excluded communities?

As a critical City service, the Water Department provides services to all areas of the City.

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?

As a critical City service, the Water Department provides services to all areas of the City.

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?

As a critical City service, the Water Department provides services to all areas of the City.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 110119.00
Current Year Cost	**$** 110119.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 4100-42490-94340-56501-11027	**#** 110119.00 plus applicable sales tax
Expense	**$** 4100-42490-94340-56501-11027	**#** 11011.90 Adm Reserve
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	TEAL, JEFFREY	**PURCHASING**	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jeremy Engelstad jengelstad@daywireless.com	Contracts@daywireless.com
rhall@daywireless.com	dsteele@spokanecity.org
jteal@spokanecity.org	klong@spokanecity.org
karcher@spokanecity.org	laga@spokanecity.org
facilitiesaccounting@spokanecity.org	

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT

Title: WATER DEPARTMENT RADIO TOWER REPLACEMENT AND DISPOSAL

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DAY MANAGEMENT CORP. dba DAY WIRELESS SYSTEMS,** whose address is P.O. Box 22169, Milwaukie, Oregon 97269 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is for the Water Department Radio Tower Replacement and Disposal of Existing Tower; and

WHEREAS, the Contractor was selected through IPWQ 6530-26.

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 Contractor's Response to IPWQ, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED TEN THOUSAND ONE HUNDRED NINETEEN AND NO/100 DOLLARS** (**$110,119.00**), 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.

The Company shall submit its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher

claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. RETAINAGE IN LIEU OF BOND.

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

13. INSURANCE.

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

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

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

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

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

D. **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.

E. Installation floater for materials and equipment during transit, storage, and installation in the amount of $1,000,000.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this

Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

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

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

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the

contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally

binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

DAY MANAGEMENT CORP. dba DAY WIRELESS SYSTEMS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to IPWQ

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	IPWQ 6530-26
Bid Title	Water Department Radio Tower Replacement and Disposal of Existing Tower
Due Date	Friday, March 20, 2026 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	jengelstad@daywireless.com
Submitted By	Jeremy Engelstad - Thursday, March 19, 2026 8:06:33 PM [(UTC-08:00) Pacific Time (US & Canada)] jengelstad@daywireless.com
Comments	

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	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
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and work shall be substantially completed by 08/28/2026.	I acknowledge and I agree
	LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero ($0.00) per calendar day until the work is satisfactorily completed.	I acknowledge and agree

	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	3.	Statutory retainage will be required	I acknowledge and I understand
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand

	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 14, 2025.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			

	SCOPE OF WORK	Contractor shall provide new radio tower and all equipment, materials, parts, all antennas, any electrical wiring, and all cabling / coax, and required conduit for the project as needed to complete all elements of the work. Contractor shall be responsible for validation of the Water Department's existing radio system equipment specifications, ensuring compatibility with all new equipment, and the development and completion of all pre-engineered stamped drawings for all required elements of this project, all applicable permit applications, permitting submittals, and all permitting fees for radio tower construction, antenna installation, and demolition at this location. Contractor shall be responsible for field verifying the location of, and providing and installing the concrete foundation, pre-engineered tower, antenna, and all required equipment / cabling, for a 60' self-supporting radio tower that is compatible with the City of Spokane Water Departments current radio system equipment and specifications at the location shown on the provided plan drawing. Contractor shall be responsible for all concrete cutting, concrete slab / stair removal, excavation, soil disposal, required conduit above and below ground, any concrete core drilling for basement conduit access necessary, all basement conduit necessary for routing new cabling from the proposed tower location, through the basement, to the new Meter Shop basement data room, and backfilling all disturbed areas to match existing grade when complete.	I acknowledge and I agree
	SCOPE OF WORK	Contractor shall provide and install (1) new Telewave ANT150D3-4DT antenna (or approved equal, approved by the City of Spokane) on the new tower, with all required 7/8" coax, connectors, grounding, cable management and all cabling and conduit required to connect the new antenna to the new data room in the Meter Shop basement. Antenna shall meet the following minimum requirements: • Folded Dipole Antenna • Dual Dipole Antenna • Pattern: Adjustable, Offset Circular, Cardiod, Bi-Directional • Effective Gain: 3-6 dBd • Frequency Range: 138-174 MHz • Power Rating: 500 watts • Impedance: 50 Ohms • Vertical Beamwidth: 37° • VSWR: 1.5:1 or less	I acknowledge and agree
	SCOPE OF WORK	Contractor shall provide and install (2) new PCTEL MFB9155NF Nepture antennas spaced as required by the manufacturer (or approved equals, approved by the City of Spokane) on the new tower. Neptune antennas shall be placed as high on the tower as allowable without causing any interference with the primary Telewave antenna (Minimum 10' separation), with all required AVA5-50 coax, connectors, grounding, cable management and all cabling required to connect the new antenna to the new gateway location.	I acknowledge and agree
	SCOPE OF WORK	After the new tower is fully operational and has been tested for operational compatibility, contractor shall be responsible for the permitting and safe demolition, removal, and appropriate disposal of the existing tower, guy lines, concrete footing, and any abandoned, related cabling on the exterior of the building.	I acknowledge and agree

	SCOPE OF WORK	If the Contractor intends to bid equipment other than the specified part numbers, approval must be requested through the Clarifications section in ProcureWare during the designated clarification period. The request shall include detailed information on the proposed equipment, including specifications and model numbers.	I acknowledge and I agree
	SCOPE OF WORK	Contractor shall provide a complete submittal package for all tower elements, antennas, cabling, conduit, connectors, and standard technical components for review by the City of Spokane prior to issuance of the Notice to Proceed.	I acknowledge and agree
	EQUIPMENT DELIVERY TIMELINE	What is the estimated delivery timeline for the materials/equipment needed for this project?	June 15, 2026
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge and agree
	INSURANCE	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.00.	I acknowledge and agree

	INSURANCE	b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of $2,000,000.00 in order to meet the insurance coverages required under this Contract;	I acknowledge and agree
	INSURANCE	c. Builder’s Risk Insurance in the amount of the total value of the project to include materials while in transit or stored.	I acknowledge and agree
	INSURANCE	d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
	INSURANCE	e. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence and $3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.	I acknowledge and agree
	INSURANCE	f. 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.	I acknowledge and agree
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as “Additional Insured” specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID			
	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree

	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the pricing response tab includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	DAYWIS*934K1
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	601202845
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	469993-00-0
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	601202845-001-0003
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	601202845
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	ADDENDA	Upload the signed addendum here.	IPWQ 6530-26 Addendum 1 (1) (1).pdf
	ADDENDA	Please upload additional signed addendum if needed.	
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	Yes
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Jeremy Engelstad Day Wireless Systems 13212 E. Indiana Ave. Spokane Valley, WA 99216 jengelstad@daywireless.com 509-808-1203
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Jeremy Engelstad jengelstad@daywireless.com
	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond - City of Spokane - Signed-combined copy.pdf

3	Please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. Complete this form even if you will not be using any subcontractors. There is a checkbox stating, "No subcontractors will be used on this project." If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	IPWQ 6530-26 Subcontractor List under $1M.docx	
4	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" located in the documents folder. Upload here if choosing to submit early. If not uploaded here, after bid opening and prior to award, the apparent low bidder will be contacted and shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.		
5	PROPRIETARY LANGUAGE: 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 understand and I agree	

	Bidder Responsibility Criteria (Supplemental)	A bidder will be deemed not responsible if: A. the bidder does not meet the mandatory bidder responsibility criteria in SMC7.06.500 and RCW 39.04.350(1), as amended; or B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder of its decision. As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility. The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative. If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.	I acknowledge and agree
TERMS & CONDITIONS			

	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Water Tower Replacement and Disposal of Existing Tower (Price for ALL work to be completed)	Base	Lump Sum	1.00	$110,119.00	$110,119.00	
	#2	9.1% Sales Tax	Base	ea	1.00	$10,020.83	$10,020.83	
Total Base Bid	$120,139.83							

License Information:

New search Back to results

Entity name: DAY MANAGEMENT CORP.

Business name: DAY WIRELESS SYSTEMS

Entity type: Profit Corporation

UBI #: 601-202-845

Business ID: 001

Location ID: 0003

Location: Active

Location address: 13212 E INDIANA AVE
SPOKANE VALLEY WA 99216-2761

Mailing address: PO BOX 22169
MILWAUKIE OR 97269-2169

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	May-31-2026	Nov-29-2012
Spokane Valley General Business				Active	May-31-2026	Nov-30-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
DAY, C JUNE	
DAY, GORDON D	
DAY, JESSICA	
DAY, MACKENZIE	
WHEELER, BROOKE	

Registered Trade Names

Registered trade names	Status	First issued
DAY WIRELESS SYSTEMS	Active	May-23-2023
TRBOWEST DIGITAL NETWORK	Active	Oct-29-2015

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/23/2026 12:22:48 PM

Contact us

How are we doing?
Take our survey!

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robyn Greene
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222	INSURER A: National Union Fire Insurance Company c	19445
	INSURER B: Navigators Specialty Insurance Company	36056
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D: Scottsdale Insurance Company	41297
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 26/27 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X $0 Ded GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		GL 5342023	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			CA 3786644	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CH26EXC885592IC	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 072113165 (AOS) WC 072113247 (CA) WA Stop Gap	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	2nd Excess Policy-Excess over GL, Auto & Employers Liability			XLS2009857	4/1/2026	4/1/2027	Each Occurrence Aggregate	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

tprince@spokanecity.org

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3304

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

Ted Rice/ROGREE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you become obligated to include as an additional insured as a result of any contract or agreement you have entered into.	Per the contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026

forms a part of Policy No. 534-20-23

issued to CASCADE UTILITIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE
(Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

[X] **Per Project General Aggregate Limit**	$ 4,000,000
[ ] **Per Location General Aggregate Limit**	$
[ ] **Per Project and Per Location General Aggregate Limit**	$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

- **a.** Insureds;
- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- **a.** Medical expenses under Coverage **C**;
- **b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
- **c.** Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- **a.** Damages under Coverage **A**; and
- **b.** Medical expenses under Coverage **C**

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because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical Expenses under Coverage **C**

arising out of any single Project described above.

9. Subject to **2.**, **4.**, **5.**, **6.**, and/or **7.** above, the Per Location Aggregate Limit is the most we will pay under Coverages **A**, **B**, and **C** combined for the sum of:

a. Damages under Coverage **A**;
b. Damages under Coverage **B**; and
c. Medical expenses under Coverage **C**

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	$ 10,000,000
Each Occurrence	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 4,000,000
Personal & Advertising Injury Limit	$ 2,000,000
Damage to Premises Rented to	$ 500,000
Medical Expense Limit	$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	$ 4,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2026

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robyn Greene
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222	INSURER A: Certain Underwriters at Lloyds of Londc 15792 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25/26 Tech E&O/Cyber **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Tech E&O			APT1252525	10/1/2025	10/1/2026	Each Occurrence/Aggregate	$5,000,000
A	Security and Privacy Liability			APT1252525	10/1/2025	10/1/2026	Each Occurrence/Aggregate	$5,000,000

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

CERTIFICATE HOLDER

tprince@spokanecity.org

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3304

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

Ted Rice/ROGREE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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.

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PRODUCER	CONTACT NAME: Robyn Greene
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222	INSURER A: Evanston Insurance Company 35378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 26/27 Pollution **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			CPLMOL139408	4/21/2026	4/21/2027	Each Occ/Gen Aggregate	$10,000,000
							Deductible	$10,000

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

CERTIFICATE HOLDER

tprince@spokanecity.org

City of Spokane
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AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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Modifying insurance certificates

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Often, the contract will require notice of cancellation with a specific number of days' notice. The certificate states only that the insurer will deliver notice "in accordance with policy provisions" and can be altered only by a change in the contract.

Key links

ORS 742.003 (https://www.oregonlegislature.gov/bills_laws/ors/ors742.html) covers the filing and approval of policy forms

ORS 744.074 (1) (e) (https://www.oregonlegislature.gov/bills_laws/ors/ors744.html) outlines the potential violation

{httjK/fseflfowpeegertiSoate of insurance that misrepresents the policy

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Salem, OR 97309

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888-877-4894 (toll-free in Oregon)
503-947-7862 (fax)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2026

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Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713	PHONE (A/C, No, Ext): (208) 672-6160 FAX (A/C, No): (866) 429-3119 E-MAIL ADDRESS: robyn-greene@leavitt.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222	INSURER A: Certain Underwriters at Lloyds of Londc 15792 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25/26 Tech E&O/Cyber **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Tech E&O			APT1252525	10/1/2025	10/1/2026	Each Occurrence/Aggregate	$5,000,000
A	Security and Privacy Liability			APT1252525	10/1/2025	10/1/2026	Each Occurrence/Aggregate	$5,000,000

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

CERTIFICATE HOLDER

tprince@spokanecity.org

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3304

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

Ted Rice/ROGREE

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/09/2026

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PRODUCER		CONTACT NAME: Robyn Greene	
Leavitt Select Insurance Services, Inc. 6220 N Discovery Way Suite 100 Boise ID 83713		PHONE (A/C, No, Ext): (208) 672-6160	FAX (A/C, No): (866) 429-3119
		E-MAIL ADDRESS: robyn-greene@leavitt.com	
		PRODUCER CUSTOMER ID: 00105207	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A : Cincinnati Indemnity Company	23280
Day Management Corporation dba Day Wireless Systems 6430 SE Lake Rd Milwaukie OR 97222		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Tools/Equip **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ **PROPERTY** CAUSES OF LOSS / DEDUCTIBLES ☐ BASIC — BUILDING ☐ BROAD — CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	$ $ $ $ $ $ $ $ $ $
A	☒ **INLAND MARINE** CAUSES OF LOSS ☐ NAMED PERILS ☒ All Risks / Replacement Cost	TYPE OF POLICY: Inland Marine (C) POLICY NUMBER: ENP0631371	10/01/2025	10/01/2026	☒ Owned Equip/Tools ☒ Misc. Tools ☒ Leased from others ☒ Installation Floater	$ 2,825,449 $ 100,000 $ 500,000 $ 1,000,000
	☐ **CRIME** TYPE OF POLICY					$ $ $
	☐ **BOILER & MACHINERY / EQUIPMENT BREAKDOWN**					$ $
						$ $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201-3304

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AUTHORIZED REPRESENTATIVE

Tom Rice

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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COVERAGES **CERTIFICATE NUMBER:** 26/27 Pollution **REVISION NUMBER:**

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	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
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	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
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	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			CPLMOL139408	4/21/2026	4/21/2027	Each Occ/Gen Aggregate	$10,000,000
							Deductible	$10,000

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888-877-4894 (toll-free in Oregon)
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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/01/2026

Date Rec'd	4/23/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE COLLECTION	**Bid #**	PW ITB 6520-26
Contact Name/Phone	TRACE 625-6524	**Requisition #**	CR28573
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	GENERATOR INSTALL AT SPOKANE CENTRAL SERVICE CENTER		

Agenda Wording

Installation of a previously purchased generator at the Spokane Central Service Center by Colvico, Inc. (Spokane, WA) -- $148,600, plus applicable taxes.

Summary (Background)

Solid Waste Collection purchased a Generac SG350 generator to allow the department to continue essential operations in the event of a catastrophic power failure. It will power one compressed natural gas (CNG) compressor during an outage. This means that when the department's fleet reaches 99 CNG vehicles in 2028, this generator will have the capability to fuel 62% of the fleet. PW ITB #6520-26 was issued that included a pre-bid mandatory meeting. Eight companies had representatives attend. Two bids were received from those companies; Colvico, Inc. was the lowest responsive bidder and awarded the contract.

What impacts would the proposal have on historically excluded communities?

No impacts 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 project is designed to manage costs and continue the delivery of solid waste services in support of all rate payers. 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 regulations and policies. Solid Waste Collection monitors equipment cost data for current and future purchases.

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 project is consistent with the City's requirement to help align city policies regarding rates to ensure that we are covering the cost of providing solid waste services. Having a backup generator meets the goals of the Comprehensive Plan CFU 1.1 Level of Service and CFU 1.2 Operational Efficiency by working to offer excellent and effective service while maintaining fiscal responsibility. It also ensures that customers receive uninterrupted solid waste services as required by Spokane Municipal Code 13.02.0200 Universal Service by the City and 13.02.0202 Compulsory Service.

Council Subcommittee Review

N/A - No subcommittee review.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 148,600 plus tax
Current Year Cost	$ 148,600 plus tax
Subsequent Year(s) Cost	$ 0

Narrative

This project was divided into two phases, split between two different budget years, and approved in the 6-year capital plan. Phase one included purchasing the equipment; phase two includes the installation.

Amount		Budget Account
Expense	$ 148,600 plus applicable taxes	# 4500-45900-94370-56401-19083
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes, this funding is from utility rates.

Expense Occurrence	One-Time

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

N/A

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

Distribution List	
Signer - Cory Colvin (ccolvin@colvicoinc.com)	caveryt@spokanecity.org
rschoonover@spokanecity.org	jsalstrom@spokanecity.org
Tax & Licenses	jsalstrom@spokanecity.org
Tax & Licenses	npritchett@colvicoinc.com

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT

Title: GENERAC GENERATOR INSTALLATION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLVICO, INC.,** whose address is 2812 North Pittsburg Street, Spokane, Washington 99207 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to perform Installation Services of the Generac Generator; and

WHEREAS, the Contractor was selected from PW ITB 6520-26.

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 April 27, 2026, and ends on October 31, 2026, 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 Contractor's Response to PW ITB 6520-26, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS** (**$148,600.00**), not including sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

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

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

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

Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. RETAINAGE IN LIEU OF BOND.

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

13. INSURANCE.

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

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

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

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

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

D. **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 Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The

City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

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

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

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

20. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under

this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor may accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

COLVICO, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Debarment Certification
Exhibit B - Contractor's Response to PW ITB 6520-26

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number	PW ITB 6520-26
Bid Title	Generac Generator Install (Re-Bid)
Due Date	Monday, March 30, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Colvico Inc
Submitted By	npritchett@colvicoinc.com npritchett@colvicoinc.com - Monday, March 30, 2026 12:10:49 PM [(UTC-08:00) Pacific Time (US & Canada)] npritchett@colvicoinc.com 5092525822
Comments	

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A MANDATORY pre-bid meeting will be held on Monday, March 16, 2026, at 9:00 am at the City of Spokane Central Service Center Lobby - Solid Waste Collections, 915 N Nelson St., Spokane WA 99202. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	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

	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by August 30, 2026.	I acknowledge and I agree
	LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount three thousand six hundred ($3,600) per day the city fleet is required to fuel at another location. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
	MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS			
	1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
	2.	Payment/performance bonds will be required.	I acknowledge and agree
	PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of $150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
	3.	Statutory retainage will be required	I acknowledge and I understand
	RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

	RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than $35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
	4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
	5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 30, 2026.	I acknowledge and I understand
	6.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and I understand
	7.	The Contractor and any subcontractors will submit a □Statement of Intent to Pay Prevailing Wages□ certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The □Statement of Intent to Pay Prevailing Wages□ shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an □Affidavit of Wages Paid□ certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
	8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
	9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS			

	SCOPE OF WORK	Contractor shall be responsible for all permits, inspections, labor, materials, equipment, safety measures, and proper disposal required to complete this work per the bid package plans and specifications. Contractor shall install all equipment per manufacturers specifications in conjunction with attached plans and specifications, and in compliance with all warranty requirements.	I acknowledge and I agree
	a.	What is the delivery timeline for the materials/equipment needed for this project	16-20 weeks from approved submittals
GENERAL REQUIREMENTS			
	INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
	WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
	PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
	GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
	SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree
	INSURANCE	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW	I acknowledge and agree

	INSURANCE	A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000.	I acknowledge and agree
	INSURANCE	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of $2,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree
	INSURANCE	C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge and agree
	INSURANCE	D. Pollution Legal 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. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.	I understand and I agree
	INSURANCE	E. 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.	I understand and I agree
	INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID			

	BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
	BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
	CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	COLVII*072JH
	CONTRACTOR RESPONSIBILITY	U.B.I. Number	601009703
	CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	620619 00-0
	CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	91-1363502
	CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T11102804BUS
	ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
	MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
	MISCELLANEOUS	For contracts up to $150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
	MISCELLANEOUS	If this project is less than $150,000 - does contract request 10% retainage in lieu of bond?	No
	MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree
	MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Anthony Zarate Colvico, Inc. 2812 N Pittsburg St., Spokane, WA 99207 509-536-1875
	MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Cory Colvin ccolvin@colvicoinc.com
	1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Bid Proposal - Colvico Inc.pdf

	2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	Bid Bond - Colvico Inc.pdf
	3	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.	Subcontractor List - Colvico Inc.pdf
TERMS & CONDITIONS			
	#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
	#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	N/A

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Generac Generator Installation	Base	ea	1.00	$148,600.00	$148,600.00	
	#2	9.1% Sales Tax	Base	ea	1.00	$13,522.36	$13,522.36	
Total Base Bid	$162,122.36							

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6520-26 Generac Generator Installation (Re-Bid)

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

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

BASE BID: $148,600.00
(do not include Washington State Sales Tax)

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

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

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by August 30, 2026.

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 three thousand six hundred dollars ($3,600.00) for each day the city's fleet is required to fuel at another location.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. COLVII*072JH
(must be in effect at time of bid submittal)

U.B.I. Number 601 009 703

Washington Employment Security Department Number 620619 00-0

Washington Excise Tax Registration Number 91-1363502

City of Spokane Business License Number T11102804BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

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

Name of Bidder: Colvico, Inc.

Signature of Bidder's Authorized Representative

Vice President
Title

2812 N. Pittsburg St. Spokane, WA 99207
Address

509-536-1875
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On N/A
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On N/A
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On March 30th, 2026
date

(Seal Or Stamp)

NOTARY PUBLIC
Commission Number
24022833
Nicholas Allen Pecha
My Appointment Expires
7/31/2028
STATE OF WASHINGTON

Signature of Notary Public

My appointment expires 7/31/28

SUBCONTRACTOR LIST

PROJECT NAME: PWITB #6520-26 Generac Generator Installation (Re-Bid)

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER McClintok and Turk

TYPE OF WORK/BID ITEM Mechanical

AMOUNT $19,975.00

CONTRACTOR'S REGISTRATION NO. MCCLIT1772KH

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

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

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

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

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

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

(1) including qualified minority and women's businesses on solicitation lists;

(2) insuring that minority and women's businesses are solicited whenever they are potential sources;

(3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;

(4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;

(5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

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

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
N/A - None	

MINORITY BUSINESS SUBCONTRACTING GOAL $_____ MBE TOTAL $ 0

WOMEN'S BUSINESS SUBCONTRACTING GOAL $_____ WBE TOTAL $ 0

COMBINATION GOAL: $_____ MBE/WBE TOTAL $0

*Designate MBE or WBE

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

BID BOND

We, Colvico, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

GENERAC GENERATOR INSTALLATION (Re-Bid)

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on March 30, 2026

AS PRINCIPAL

Colvico, Inc.

By: _____

Title: Jesse Drago, VP.

A valid POWER OF ATTORNEY must accompany this bond.

Travelers Casualty and Surety Company of America
AS SURETY

By: _____
Yesica Perez, Attorney in Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ★ SEAL

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Yesica Perez** of **SPOKANE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **March**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

License Information:

New search Back to results

Entity name: COLVICO, INC.

Business name: COLVICO, INC.

Entity type: Profit Corporation

UBI #: 601-009-703

Business ID: 001

Location ID: 0002

Location: Active

Location address: 2812 N PITTSBURG ST
SPOKANE WA 99207-4854

Mailing address: PO BOX 2682
SPOKANE WA 99220-2682

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Page 1 of 1

Endorsements

spokane

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T11102804BUS			Active	Mar-31-2027	Oct-15-2012
Spokane Valley General Business - Non-Resident	02016			Active	Mar-31-2027	Mar-11-2004

Owners and officers on file with the Department of Revenue

Owners and officers	Title
COLVIN, CORY S	President
DRAGOO, JESSE R	Vice President

Registered Trade Names

Registered trade names	Status	First issued
COLVICO, INC	Active	Jun-08-2022

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/23/2026 11:45:30 AM

COLVINC-01 MMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/3/2026

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: mike.miller@alliant.com
INSURED Colvico, Inc PO Box 2682 Spokane, WA 99220	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Company of America — 25674 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : Ironshore Specialty Insurance Company — 25445 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CO8M267150	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	8108M274546	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP5R362202	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	CO8M267150	11/1/2025	11/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability	X	X	ICELLUW00164022	6/30/2025	6/30/2026	Per Occurrence	1,000,000
C	Pollution Liability	X	X	ICELLUW00164022	6/30/2025	6/30/2026	Aggregate Limit	2,000,000

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

PWB ITB 6520-26 Generac Install (Re-Bid)
Colvico Project #10561
City of Spokane is additional insured

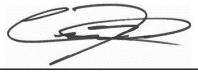
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/01/2026

Date Rec'd	4/28/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	INTEGRATED CAPITAL	**Bid #**	
Contact Name/Phone	MARK PAPICH 6310	**Requisition #**	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** NO	
Agenda Item Name	ECOLOGY 2025-2027 BIENNIAL STORMWATER CAPACITY GRANT (WQSWCAP-		

Agenda Wording

Grant agreement between the City and the State of Washington Department of Ecology for the 2025-2027 Biennial Stormwater Capacity Grant (WQSWCAP-2527-Spokan-00222).

Summary (Background)

The City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit. Historically, the City has used this funding for catch basin cleaning, street sweeping and public outreach activities. This is a zero-match grant. Below are the pertinent details of the funding agreement: -Capacity Grant --Total Grant Amount: $120,000 --City Match=0% --Project Phase: Any permit management activity

What impacts would the proposal have on historically excluded communities?

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

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

n/a

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 120,000
Current Year Cost	$ 120,000
Subsequent Year(s) Cost	$ 0

Narrative

This is a zero-match grant.

Amount		Budget Account
Revenue	$ 120,000	# Various
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Yes, for future years.

Expense Occurrence	N/A

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

n/a

Approvals		Additional Approvals	
Dept Head	PICANCO, KEVIN	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

	icmaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
mpapich@spokanecity.org	kpicanco@spokanecity.org
grants@spokanecity.org	

Agreement No. WQSWCAP-2527-Spokan-00222

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	$120,000.00
Total Eligible Cost:	$120,000.00
Ecology Share:	$120,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:
This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
UEI Number: PDNCLY8MYJN3

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

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

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

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

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

AUTHORIZING SIGNATURES

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Jon Kenning, PhD Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

Marlene C Feist Date

Public Works Director

SCOPE OF WORK

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

Task Title: Project Administration/Management

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

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

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

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
* Properly maintained project documentation.

Project Administration/Management

Deliverables

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

SCOPE OF WORK

Task Number: 2 **Task Cost:** $120,000.00

Task Title: Permit Implementation

Task Description:
Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater
pollution prevention plans at municipal properties or facilities. 6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
9) Structural stormwater controls program activities (Phase I permit requirement).
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.
11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over $5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG260295

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

Funding Title: 2025-2027 Stormwater Capacity Grant
Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD
Type: State
Funding Source %: 100%
Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

2025-2027 Stormwater Capacity Grant	Task Total
Permit Implementation	$ 120,000.00
	Total: $ 120,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	$ 0.00	$ 120,000.00	$ 120,000.00
Total		**$ 0.00**	**$ 120,000.00**	**$ 120,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

"CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)
b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.
The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.
RECIPIENT shall:
a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

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

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY’s satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Agenda Sheet for City Council: **Committee:** PIES **Date:** 05/11/2026 **Committee Agenda type:** Consent **Council Meeting Date:** 06/08/2026		**Date Rec'd**	5/5/2026
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFP 6524-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	CR28610
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	PIPELINE RISK ASSESSMENT AND FIELD VALIDATION		

Agenda Wording

Geospatial Analyses and Risk Assessments for Potable Water Pipelines

Summary (Background)

The City maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. While age alone is not necessarily an indicator of asset condition (over half of pipes are more than 50 years old), many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. The City experiences main breaks every year. To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level. The vendor will apply machine-learning analyses of City records along with geospatial inputs and deliver a predictive pipeline risk service with actionable, map-based layers highlighting the areas within the network most at risk.

What impacts would the proposal have on historically excluded communities?

o 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?

Existing work order management system collects data on pipeline leaks and breaks that will be used to check how well the vendor identified future failures.

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 supports water use efficiency and prioritization of pipeline replacement projects in the Capital Improvement Program.

Council Subcommittee Review

Subject matter is not relevant to existing subcommittees

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 353,130.00
Current Year Cost	$ 104,942.00
Subsequent Year(s) Cost	$ 248,188.00

Narrative

An RFP was distributed to 60 companies via ProcureWare from 2/26/2026 to 3/17/2026. The City received two responses. Proposals were evaluated by the Water Department and the most qualified lowest cost firm was selected.

Amount		Budget Account
Revenue	$ 353,130.00	# 4100-42475-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes. Water Department contractual services will be used in Year One, Budget Code 4100-42475-34148-54201-99999; 6-year CIP funding will be used in Option Years.

Expense Occurrence	N/A

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

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

Distribution List

Amee Hamilton ahamilton@thinkcei.com	Harvey Franklin harvey.franklin@rezatec.com
rhershaw@spokanecity.org	jfinger@spokanecity.org
jsakamoto@spokanecity.org	cosullivan@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org
rrpenaluna@spokanecity.org	lhopkins@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	May 11, 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	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Desktop Pipeline Risk Assessment and Field Validation
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. While age alone is not necessarily an indicator of asset condition (over half of pipes are more than 50 years old), many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. The City experiences main breaks every year. To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level. The vendor will apply machine-learning analyses of City records along with geospatial inputs and deliver a predictive pipeline risk service with actionable, map-based layers highlighting the areas within the network most at risk.

Fiscal Impact

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

Total Cost: $353,130.00 without tax

Current year cost: $104,942.00 without tax

Subsequent year(s) cost: $248,188.00 without tax

Narrative: An RFP was distributed to 60 companies via ProcureWare from 2/26/2026 to 3/17/2026. The City received two responses. Proposals were evaluated by the Water Department and the most qualified lowest cost firm was selected.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes. Water Department contractual services will be used in Year One, Budget Code 4100-42475-34148-54201-99999; 6-year CIP funding will be used in Option Years.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- 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?
    - Existing work order management system collects data on pipeline leaks and breaks that will be used to check how well the vendor identified future failures.
- 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 supports water use efficiency and prioritization of pipeline replacement projects in the Capital Improvement Program.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - Subject matter is not relevant to existing subcommittees

City Clerk's No. _____

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **PIPELINE ASSESSMENT OF LOF/COF AND CRITICALITY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **REZATEC GLOBAL, INC.**, whose address is 251 Little Falls Drive, Wilmington, Delaware 19808 as ("Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Pipeline Assessment for Likelihood of Failure (LoF) and Consequence/Cost of Failure (CoF) and Criticality; and

WHEREAS, the Firm was selected through IRFP No. 6524-26.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and shall run through May 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.
The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Firm's Response to IRFP, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **ONE HUNDRED FOUR THOUSAND NINE HUNDRED FORTY-TWO AND NO/100 DOLLARS ($104,942.00) plus sales tax if applicable**, unless modified by a written amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

A. Firm 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 Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Firm 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 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.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

8. INDEMNIFICATION.

The Firm 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 Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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. The maximum aggregate liability of the Firm whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by the City to the Firm during the twelve (12) months immediately preceding the date on which the claim arose.

9. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its

insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. KEY PERSONS.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

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

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm. Ownership of pre-existing IP including the underlying platform, algorithms, or know-how is retained by the Firm.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

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

Firm after the time the same shall have become due nor payment to the Firm 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 Firm. 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.

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.

REZATEC GLOBAL, INC.,	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Firm's Response to IRFP

26-094a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

REZATEC DATA PRODUCTS ORDER FORM

This Rezatec Data Products Order Form (the **"Order Form"**) is governed by the Rezatec Data Products and Platform Agreement Reference SPOKANE004 (**"Agreement"**) between Rezatec Global Inc., (**"Rezatec"**) and City of Spokane, Washington (**"Customer"**). This Order Form is intended to align with the Scope of Work in Rezatec's IRFP 6524-26 response and City of Spokane PSA 26-094.

This Order Form shall commence upon the Effective Date and specifies the Area of Interest for which Data Products are ordered as well as payment terms and the Initial Term of the Agreement (the "**Initial Term**"). All capitalized terms not defined in this Order Form shall have the meaning given to them in the Agreement.

Appendix A specifies the Area(s) of Interest for which Data Products are ordered. Appendix B specifies the data inputs required from the Customer to enable delivery of the Data Products ordered. Appendix C contains the Implementation Schedule which specifies the agreed timeline for the deployment of the licensed data products to the Area(s) of Interest specified under this Agreement. Appendix D outlines the Payment Schedule.

ORDER DETAILS:

Customer Name:	City of Spokane, WA	**Billing Terms:**	
Customer Address:	914 E North Foothills Dr, Spokane, Washington, 99207, United States	Effective Date:	The Effective Date of June 1, 2026 as specified in the Data Products and Platform Agreement Reference SPOKANE004.
		Initial Term:	A period 12 months from the Effective Date.
		Payment Frequency:	The amount is payable in three instalments as follows: Instalment 1 (50%) is invoiced on the Effective Date. Instalment 2 (25%) is invoiced four (4) months after the Effective Date. Instalment 3 (25%) is invoiced eight (8) months after the Effective Date. Please refer to Appendix D for the complete Payment Schedule.
		Payment Method:	Electronic Fund Transfer only.
Customer Contact:	Jeanne Finger	Payment Terms:	Net 30 days.
Phone:	+1 (509) 867 4735 (JF)	Customer Accounts Payable Contact:	Rebecca Graybeal, Accounts Payable
Email:	jfinger@spokanecity.org	Email:	rgraybeal@spokanecity.org, AccountsPayable@spokanecity.org
		Phone:	+1 (509) 625 6093 (RG)

NOTICE DETAILS:

Customer:		**Rezatec:** Treasurer	
Address:	914 E North Foothills Dr, Spokane, Washington, 99207, United States	Address:	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA.
Email:	jfinger@spokanecity.org jsakamoto@spokanecity.org	Email:	legal@rezatec.com

PLATFORM SUBSCRIPTION: – Products specifications:

Data Product	Description	Area of Interest	Price Ex-Tax (USD)
Rezatec Pipeline Risk Standard Package	12-month term; one model delivery during the contract year; deliverables per Rezatec IRFP response 6524-26.	See Appendix A (covering the 1,171 miles of water mains).	$ 104,942.00 (See Appendix D for full Payment Schedule)
Total Subscription Price			**$ 104,942.00**

DATA PRODUCTS SUBSCRIPTION: – Data Products specifications:

	Data Product – Model Type	Length to be processed[1]
1	Mains	985.97
2	Transmission	185.52
	Total Length	**1,171.39**

[1] Final length delivered is always subject to Rezatec feasibility assessment.

PLATFORM SUBSCRIPTION TERMS – ACCESS TO PLATFORM, DATA PRODUCTS AND AUTHORISED USERS

Access to the Platform

Platform URL	https://platform.rezatec.com/signin

Authorised Users (insert rows as required):

User Names	User Role:	Email Address:	Data Products Access
Aaron Eirls	Water Service Foreperson	aeirls@spokanecity.org	Rezatec Pipeline Risk
Collin O'Sullivan	Engineer	cosullivan@spokanecity.org	
David St. Pierre	Project Manager	dstpierre@spokanecity.org	
-	-	jdclark@spokanecity.org	
Jeanne Finger	Senior Engineer	jfinger@spokanecity.org	
Jim Sakamoto	Principal Engineer	jsakamoto@spokanecity.org	
Leon Hopkins	Operations Supervisor	lhopkins@spokanecity.org	
Mark Olson	Programmer Analyst	molson@spokanecity.org	
Warren Sirianni	Maintenance Supervisor	wsirianni@spokanecity.org	
Richard Proszek	Senior Engineer	rproszek@spokanecity.org	

DATA PROTECTION

Scope of the processing:	Provision of the Data Products and Platform.	**Nature of the processing:**	Storing password-based access.
Purpose of the processing:	Provision of the Data products and Platform to the Customer.	**Duration of the processing:**	The duration of this Agreement.
Types of personal data:	Names and email addresses only.	**Categories of data subject:**	Authorised Users of the Platform only.

ADDITIONAL TERMS:

1. This Order Form does not form a contract between Rezatec and the Customer until it has been signed on behalf of both Rezatec and the Customer (at which point a contract is formed). The Customer acknowledges and agrees that by signing this Order Form, it is accepting and agreeing to:
    - the content of this Order Form;
    - the terms and conditions of the Data Products and Platform Agreement Reference SPOKANE004 agreed between Rezatec and the Customer;

   all of which are made a part of this Order Form by reference as if fully stated within it.

2. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order Form not an invoice.

3. Notwithstanding anything to the contrary, any terms and conditions in any purchase order or similar documents issued by Customer shall not apply.

4. The terms of this Order Form are based on the completion and return to Rezatec of this Order Form on or before June 30th, 2026.

The individuals signing below represent that they have the authority to execute this Order Form on behalf of Customer or Rezatec:

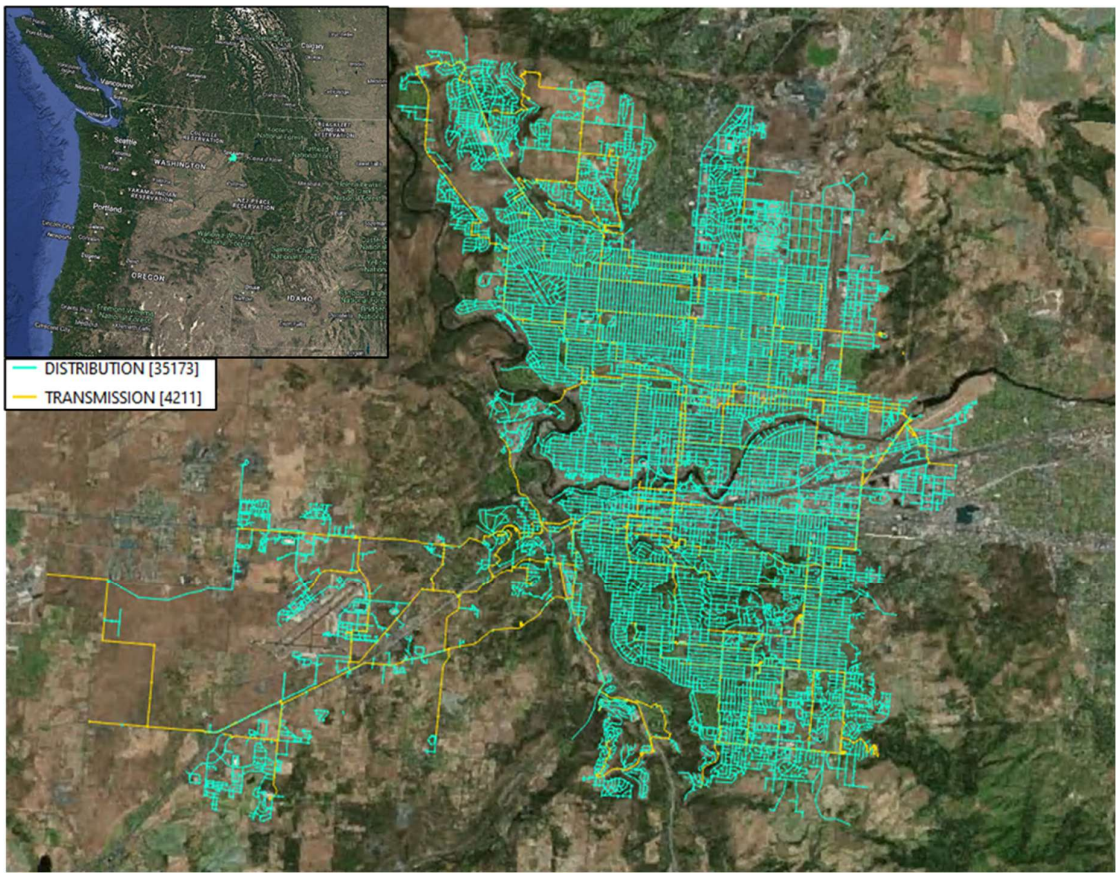
REZATEC GLOBAL, INC.:	**CITY OF SPOKANE, WA:**
Signature:	Signature:
.....	.....
Print name:	Print name:
.....	.....
Title:	Title:
…….	…….
Date:	Date:
…….	…….

Appendix A

Area of Interest

- The table outlines the pipe length by transmission, distribution and total length.
- The map outlines the locations of transmission and distribution pipes.

Pipe Type	**Length (Miles)**
Water Transmission	185.52
Water Distribution	985.87
Total Length	**1,171.39***



Appendix B

Required Data Inputs from Customer

Rezatec requirements for Pipeline Risk Product:

Customer Data Requirements

Processing will only begin once all datasets required for processing have been provided, unless otherwise agreed upon by both parties.
Metadata for any terms in needing definition, such as column and shorthand, translation to English, and direction on what data to use would avoid any unnecessary delays to project processing.

Likelihood of Failure

Distribution Pipeline Network

GIS polyline format preferred of the most recent version of the relevant mains network. Please quote the total length of the network being provided.

Distribution pipeline is primarily the pipe type modelled, and data networks will be filtered for just this network type unless otherwise agreed. This will be the case unless the data provider clarifies that the transmission network is not significantly different and does not have a sufficient percentage of missing minimum attributes.

Data provided to Rezatec will be assumed to be active rather than retired pipe unless made explicitly clear by the data provider. This is so that only active pipe is modelled.

Minimum attributes:

- Material (with abbreviations defined)
- Diameter (with unit made clear, e.g., millimetre)
- Age (date of install or years old)
- Length (with unit made clear, e.g., metre)
- Pipeline type if applicable (a means to define distribution network).

Desirable attributes (if available and subject to feasibility results):

- Observed condition
- Street
- Pipe lining date and liner material
- Pressure
- Depth
- Flow
- Pipeline network management areas (e.g. District Metered Area).

The data feasibility is essential to ensure the successful delivery of the distribution network.

Historic Incidents

Minimum three years' worth of data in a format that can be assigned to each pipe section (i.e. location co-ordinates or pipeline section identifier). For retrospective assessment, we use year 1 and year 2 to build the risk model. The results are then compared to year 3 to demonstrate the accuracy of predictions. Please quote the total number of incidents being provided.

Minimum attributes:

- Location of failure (GIS data or XY co-ordinates)
- Date of failure

Desirable attributes (if available):

- Location of failure (which pipeline section)
- Asset number
- Infrastructure type (e.g., pipe, valve, junction, meter)
- Cause of failure (e.g., collapse, vegetation, blockage)
- Rate of leakage
- Length of leakage
- Remedial action taken.

If address-level data is the only available location attribute, Rezatec will need to perform a geocoding process which may impact results and timelines.

Incident data provided to Rezatec will be assumed to be a natural break suitable for modelling unless made explicitly clear by the data provider. Incidents caused by human activity should be identified so they can be excluded.

Transmission Pipeline Networks

If included, these parts of the network are usually modelled separately from the distribution network as the attributes and locations are usually very different to distribution.

Please ensure the networks are identified correctly as transmission or distribution. The data feasibility is essential to ensure we can deliver our insights for transmission networks.

Consequence of Failure

Areas of high risk to pipeline failure. Examples of these could be locations of:
GIS Point/Polyline/Polygon Format:

- Hospitals
- Schools
- Transport structures like railway stations or critical road links
- Critical business customers
- Water bodies
- Projected environmental areas
- High-pressure zones.

In summary, any locational data that you would like us to factor within the consequence of pipeline failure.

Please note: if you do not have COF areas outlined in your GIS, we can use our standard approach, which includes schools, Hospitals, airports etc to populate these zones for you.

Consequence tiers
We also require a guide as to the importance between each kind of risk area relative to each other. We normally ask for tiered classifications of importance. An example of this can be as follows:

- Tier 1 – the least important but still to be considered as a high-risk area of interest (schools, shops)
- Tier 2 – More important levels of risk (key infrastructure – Roads, railway stations)
- Tier 3 – The most important (water bodies, hospitals).

There does not need to be exactly 3 tiers, it can be more or less, but you must be able to provide us with a differentiator between certain consequence variable impacts if you require this to be represented in the model.

Please note: if you have no differentiator between your chosen consequence variables, we can assume that all factors will have the same level of weighting within the model.

Additional Data
The Rezatec platform can look to host additional data layers alongside the pipeline network results for use in co-prioritisation of planning and operations, or simply visual reference.

Similar GIS formatted data is typically required, or data can be attached at the pipe level if appropriate ID systems can be used to join records.

Examples of additional data include:

- Hydrant and Valve point locations
- Roads/streets (name, type and any further records like age and condition)
- Planning areas for past and future works

Appendix C

Implementation Schedule

Key Milestones	Description	Estimated Timeline
Welcome	• Email to introduce the team and next steps.	On commencement
Customer Data Review	• Review of new network and incident data received. • Data review call if required.	Week 1
Customer Kick-Off Meeting	• Meeting to identify outstanding queries regarding data and agree paths to resolution. • Opportunity to discuss any additional data visualization requirements. • Outline the planned delivery schedule and key dependencies.	Week 2
Data Preparation	• Cleaning and preparing data modelling inputs. • Filtering relevant data. • Segmentation of the pipeline network.	Week 3-4
Modelling	• Modelling pipe-level geospatial AI. • Combining the appropriate environmental factors with pipeline attributes.	Week 5-6
Model Validation	• Evaluating the strength of the model. • 5-fold cross-validation – intentionally withholding the most recent year of incidents.	Week 7-9

Key Milestones	Description	Timeline
Platform Upload	• Post-model analytic. • Post-model formatting. • Customer site setup.	Week 10
Customer Data Delivery	• Data delivery within 45 business days from kick-off date or by the date agreed with the customer. • Meeting scheduled to recap on scope, show model validation report and analysis results presentation and navigation demo within the platform.	Week 11
Additional Support	• Agree review schedule with the customer to digest the results. • Revisit any questions or clarifications required by customer on model results. • Help design their study.	Week 12-16
Data Validation and operational workflow mapping	• Subject to discussion with customer.	Week 16+

Appendix D

Payment Schedule

Contract Term: 12 months
Payment Profile: Annual invoice split into 3 instalments per Contract Year (50% / 25% / 25%)
Option Years: Option Year pricing and invoicing apply only if the City exercises the applicable renewal option and the parties execute a written renewal/amendment for that year.
Payment Terms: Net 30 days from date of invoice issuance.
Taxes: Prices exclude all taxes. WA State sales tax to be treated in accordance with the executed City contract.

Table 1 – Summary by Contract Year

Contract Year	Description	Annual Price (USD, excl. taxes)
Year 1 (2026)	Base Year	**$104,942**
Year 2 (2027)	Option Year 1	**$115,436**
Year 3 (2028)	Option Year 2	**$132,752**
	Total (if all option years exercised)	**$353,130**

Table 2 – Detailed Invoice Schedule

Contract Year	Status	Instalment	% of Annual	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	1	50%	1 June 2026	**$52,471**
		2	25%	1 October 2026	**$26,236**
		3	25%	1 February 2027	**$26,235**
Year 2 (2027)	Option Year 1 *(if exercised)*	1	50%	On Option Year 1 Effective Date	**$57,718**
		2	25%	Option Year 1 Effective Date +4 months	**$28,859**
		3	25%	Option Year 1 Effective Date +8 months	**$28,859**
Year 3 (2028)	Option Year 2 *(if exercised)*	1	50%	On Option Year 2 Effective Date	**$66,376**
		2	25%	Option Year 2 Effective Date +4 months	**$33,188**
		3	25%	Option Year 2 Effective Date +8 months	**$33,188**

DATA PRODUCTS & PLATFORM AGREEMENT BETWEEN REZATEC GLOBAL INC. AND CITY OF SPOKANE, WASHINGTON REFERENCE: SPOKANE004

This Agreement is by and between Rezatec Global Inc., a Delaware corporation with its principal place of business at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808 ("Rezatec") and City of Spokane, Washington with its principal place of business at 914 E North Foothills Dr, Spokane, Washington, 99207, United States ("Customer").

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION.

1.1. The following terms shall have the meanings set forth below:

"ADR notice" has the meaning given to it in Section 26 (Dispute Resolution).

"Aggregated Data" means data and information related to Customer Data or Customer's use of the Services that is used by Rezatec in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Data does not include (directly or by inference) any: (a) information identifying the Customer or any identifiable individual; or (b) Customer's Confidential Information.

"Agreement" means the agreement between Rezatec and Customer for access to and use of the Platform and the Data Products in accordance with the Order Form, which shall be incorporated in its entirety herein.

"Authorized User" means those employees, officers, agents and independent contractors of Customer (or its affiliates) who are authorized by Customer to use the Platform in accordance with the provisions of this Agreement and for whom access to the Platform has been purchased hereunder.

"Business Days" means any day other than a Saturday or a Sunday or holiday.

"Confidential Information" means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by one party (the "disclosing party") to the other in connection with this Agreement including without limitation all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, Intellectual Property Rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the disclosing party or any member of its group and any other information that is identified by the disclosing party as being of a confidential or proprietary nature. Confidential Information also includes Customer Data provided by Customer to Rezatec under this Agreement and the Data Products provided by Rezatec to Customer under this Agreement.

"Customer Data" means any data provided by Customer to be combined with, used alongside or inputted in the Data Products.

"Data Products" means the exportable data, including tabulated data points to be provided to Customer, as specified in the Order Form, but does not include the algorithms or other proprietary intellectual property used to generate such exportable data.

"Data Protection Laws" means all applicable laws in force relating to the protection of personal information.

"Effective Date" means the commencement date of the Service including any set-up or configuration time and is specified in Section 3 (Access to the Platform).

"Feedback" means any and all suggestions or recommended changes to the Platform or Data Products including new features or functionality relating thereto, or any comments, questions, suggestions, or the like provided by Customer or an Authorized User.

"Fees" means the fees set out in the Order Form or as may be amended in accordance with Section 18 (Fees and Payment) of this Agreement.

"Initial Term" means twelve (12) months from the Effective Date through May 31, 2027.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in processed data, computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Normal Business Hours" means 9:00 a.m. to 5:30 p.m. Central Standard Time on Business Days.

"Order Form" means Rezatec's form for placing orders for Data Products that are agreed and signed on behalf of both Customer and Rezatec.

"Platform " means the Rezatec Geospatial Platform , and any software applications, computer programs, and codes provided by Rezatec through which Customer may remotely access the Data Products.

"Renewal Term" has the meaning given to it in Section 16 (Term and Renewal).

"Service" means the combination of Data Products provided to Customer under this Agreement.

"Writing" shall include communication effected by email, fax or similar means.

1.2. Where there is a conflict between these terms and conditions, the special terms set out an Order Form, any other terms set out in an Order Form, the order of precedence is as follows: (1) the special terms set out in an Order Form; (2) the terms and conditions set out herein; and (3) any other terms (not being the special terms) set out in an Order Form.

2. THE DATA PRODUCTS.

2.1. The Data Products to be provided under this Agreement are set out in the Order Form, attached hereto and incorporated into this Agreement by reference.

2.2. Provision of the Data Products is made strictly subject to payment by Customer (in accordance with Section 18 (Fees and Payment) of the Fees set out in the Order Form.

3. ACCESS TO THE PLATFORM .

3.1. The Effective Date of this Agreement is **June 1, 2026**.

3.2. On receipt of cleared funds for the initial payment specified in the Order Form, Rezatec will deliver access details and passwords in line with the requested number in the Order Form for the purpose of allowing Authorized Users to use the Platform via a URL specified in the Order Form.

3.3. Subject to clause 3.2, within thirty (30) Business Days of written acceptance by Rezatec of Customer data inputs specified in the Order Form after the Effective Date, Rezatec will enable access to the ordered Data Products via a URL specified in the Order Form.

3.4. Customer shall contact Rezatec if there is any change in Customer personnel who are Authorized Users (including when Authorized Users cease to be employed or engaged by Customer) and Rezatec will on reasonable notice provide new Platform access details and passwords for new Customer personnel replacing existing personnel's access to the Platform .

3.5. Customer shall ensure that all Authorized Users are aware of and abide by the terms of this Agreement and all applicable requirements of Data Protection Laws, including their obligation to comply with any other user terms applicable to the Platform and notified to Customer. Customer shall only provide Authorized Users with access to the Platform via the access method provided by Rezatec and shall not provide access to anyone other than an Authorized User.

3.6. Customer shall be liable at all times to Rezatec for all acts and omissions of the Authorized Users and access to and use of the Platform directly or indirectly by or through the Customer systems or its or its Authorized Users' user logons, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Rezatec reserves the right to revoke or suspend Customer's access to the Platform as set forth in Section 5 or Section 9, in the event of any breach by Authorized Users of the terms of this Agreement.

4. AVAILABILITY OF THE PLATFORM .

4.1. Rezatec shall use commercially reasonable endeavours to make the Platform available to Customer twenty-four (24) hours a day, seven days a week excluding:

(i) scheduled maintenance which Rezatec shall use commercially reasonable endeavours to undertake between 22.00 – 23.59 Central Standard Time;

(ii) emergency maintenance; or

(iii) downtime caused in whole or part by an event outside Rezatec's reasonable control in which case Section 28 (Force Majeure) shall apply.

4.2. Rezatec will use reasonable endeavours to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by an event outside Rezatec's reasonable control.

4.3. Customer acknowledges that Rezatec is entitled to modify the features and functionality of the Platform as part of its ongoing development of the Platform . Rezatec shall use reasonable endeavors to ensure that any such modification does

not materially diminish the functionality and features of the Platform .

5. USE OF DATA PRODUCTS AND PLATFORM .

5.1. In consideration of Customer's payment of the Fees in full when due in accordance with the terms of this Agreement and subject to the limitations and prohibitions set out in this Agreement, Rezatec hereby grants to Customer a non-exclusive right for the duration of this Agreement to allow Authorized Users to access the Data Products via the Platform .

5.2. Customer represents, warrants and agrees that the Platform and Data Products will be used only in accordance with the terms, conditions and limitations set out in this Agreement.

5.3. The right granted by Rezatec to Customer under this Section 5 is subject to the following limitations and (without limitation) to Customer obligations set out in Section 7.1 below:

(i) the Platform may only be accessed and used by the Authorized Users specified in the Order Form;

(ii) access is limited to the Data Products set out in the Order Form; and

(iii) Customer and its Authorized Users may, (a) download and print extracts of the Data Products as required in a manner consistent with reasonable internal business use purposes; and (b) may download (via the Platform) PDF copies of extracts of the Data Products for use for Customer's internal business purposes and send these copies to third parties or store such copies in Customer's systems.

5.4. Customer acknowledges and agrees that the Data Products are licensed and not sold and Customer receives no rights other than those specifically granted to Customer under this Agreement.

5.5. Rezatec reserves the right to monitor usage by all Authorized Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Rezatec or a third party authorized by Rezatec. If any audit reveals that any access details or password have been provided to an individual that is not an Authorized User, Rezatec may, disable any such access details or passwords.

5.6. In the event of unauthorized use of the Platform by Customer or Authorized Users, Rezatec reserves the right to deny Customer or Authorized Users access to the Platform , including but not limited to by blocking, without prior notification, the IP addresses that Customer or Authorized Users used to access the Platform .

6. CUSTOMER DATA

6.1. Customer hereby grants to Rezatec:

(i) a non-exclusive, non-transferable right, without the right to grant sub-licences (except to Rezatec's service providers), to use the Customer Data for the purpose and duration of this Agreement; and

(ii) notwithstanding the aforementioned, a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual right to extract data from the Data Products (the extent of which is set out in the Order Form) and use such extracted data for its own business purposes provided that the extracted data is anonymized, Customer cannot be identified from it and none of Customer's Confidential Information is disclosed.

6.2. Customer shall provide the Customer Data to Rezatec in a timely manner or by the date set out in the Order Form. Rezatec is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, and Rezatec shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

6.3. Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects (as required by applicable Data Protection Laws) for the collection and processing of all personal data included in Customer Data.

7. CUSTOMER OBLIGATIONS.

7.1. Except to the extent such activities are expressly permitted under this Agreement, Customer shall not, and shall ensure all Authorized Users and Customer's employees, officers and representatives shall not, nor attempt to:

(i) decompile the underlying software (or any part of it) that is used to provide the Platform ;

(ii) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Platform ;

(iii) remove proprietary or confidentiality notices on any Data Products or extracts of Data Products;

(iv) be permitted to frame or mirror any part of the Platform other than as expressly permitted by Rezatec in Writing;

(v) remove any product identification, trademarks, trade names, proprietary copyright, confidentiality or other notices placed on the Data Products and/or Platform ;

(vi) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Data Products or the Platform in any form or media or by any means;

(vii) disassemble, reverse engineer or otherwise reduce to human-perceivable form or otherwise attempt to derive or gain access to the source code of the Platform ;

(viii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid access credentials;

(ix) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Platform , or Rezatec's provision of services to any third party, in whole or in part;

(x) access or use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Rezatec), or that violates any applicable law;

(xi) access all or any part of the Data Product or the Platform in order to build a product or service which competes with the Data Products, the Platform or any part of either of them, or for any other purpose that is to Rezatec's detriment or commercial disadvantage;

(xii) use the Data Products and/or the Platform to provide services to third parties;

(xiii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Data Products and/or the Platform available to any third party except the Authorized Users;

(xiv) attempt to obtain, or assist third parties in obtaining, access to the Data Products and/or the Platform ; or

(xv) extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Data Products (or any part of them); or

(xvi) otherwise access or use the Services or the Platform beyond the scope of the authorization granted under this Agreement.

7.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Data Products and/or the Platform and, in the event of any such unauthorized access or use, promptly notify Rezatec, and Customer shall control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Platform .

7.3. Customer shall not, and shall ensure that the Authorized Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Platform or Rezatec's systems or otherwise disrupt the provision of the Platform .

7.4. The rights provided under this Agreement are granted to Customer and its Authorized Users only.

7.5. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform ; (iii) all access to and use of the Data Products by any person by or through Customer's systems or any other means controlled by Customer or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Platform or Rezatec; (2) results obtained from any use of the Platform or Data Products; and (3) conclusions, decisions, or actions based on such use.

8. SERVICES EXCLUDED. This Agreement covers only the right to access and use the Data Products agreed in the Order Form. Customer agrees that Rezatec shall have no liability under this Agreement for the outcome of such additional services or data products even when provided directly to Customer by Rezatec and it is expressly agreed that any claims, demands or other remedies with respect to the performance of such additional services or data products shall be governed strictly outside of this Agreement.

9. SUSPENSION OF ACCESS.

9.1. Rezatec may suspend, terminate, or otherwise deny Platform set-up activities or access to all or any part of the Platform to Customer's, any Authorized User's, or any other person, without incurring any resulting obligation or liability, if:

(i) Rezatec receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Rezatec to do so;

(ii) Rezatec suspects in its good faith and reasonable discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this Agreement (including any payment obligation or any failure to fully fund invoices immediately upon notice of a deficiency), or accessed or used the Platform beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Service, (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Platform , (3) this Agreement expires or is terminated, or (4) suspension is necessary to protect damage or risk to, or degradation of, the integrity, functionality, or ability of other members to use, the Platform ; or

(iii) Customer fails to pay any sums due to Rezatec by the due date for payment as specified in the Order Form.

9.2. Rezatec will notify Customer or the affected Authorized Users as soon as possible after suspending access to the Platform .

9.3. Where the reason for the suspension is suspected misuse of the Platform or breach of this Agreement, without prejudice to its rights under Section 17 (Termination), Rezatec will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Rezatec considers it appropriate to permanently suspend access to all Authorized Users, it will notify Customer in Writing and this

Agreement will terminate immediately on service of such notice.

9.4. In relation to suspensions under Section 9.1(iii) access to Platform will be restored promptly after Rezatec receives payment in full and cleared funds.

9.5. The Fees shall remain payable during any period of suspension notwithstanding that Customer or some of the Authorized Users may not have access to the Platform . This Section 9 does not limit any of Rezatec's other rights or remedies, whether at law, in equity, or under this Agreement.

10. OWNERSHIP.

10.1. Customer acknowledges that the information within and relating to the Data Products (including Aggregated Data) and/or the Platform is Confidential Information of Rezatec and contains trade secrets and proprietary data belonging to Rezatec and that the presence of copyright notices on any medium containing information supplied by Rezatec does not constitute publication or otherwise impair the confidential nature thereof.

10.2. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer warrants, represents and undertakes that the Customer Data does not infringe any third party Intellectual Property Rights.

10.3. Each party shall implement all reasonable measures necessary to safeguard the other party's ownership of, and the confidentiality of (a) the Data Products and the Platform in respect of Rezatec; and (b) the Customer Data in respect of Customer, including without limitation: (i) allowing its employees, agents and third parties access to the Data Products, the Platform or Customer Data (as applicable) only to the extent specifically permitted by this Agreement and in any event as necessary to permit the performance of their ordinary services to Customer and to require, as a condition to such access, that such persons comply with the provisions of this Section 10; and (ii) cooperating with the other party in the enforcement of such compliance by its employees, agents and third parties.

10.4. Customer acknowledges and agrees that the skills, know-how and methodologies utilized by Rezatec together with the Data Products and Platform and its associated code and means of delivery, including all Intellectual Property Rights therein constitute valuable trade secrets and Confidential Information of Rezatec and Customer acknowledges and agrees that all Intellectual Property Rights shall remain the sole property of Rezatec (and/or the relevant Rezatec third party licensor). Customer shall gain no right, title or interest in the Data Products, the Platform , the skills, know-how and methodologies by virtue of this Agreement other than the non-exclusive limited, conditional, right of access granted in this Agreement, in each case subject to Section 7.1. All other rights in and to the Platform and Data Products are expressly reserved by Rezatec. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Rezatec an assignment of all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights relating thereto.

10.5. Without limiting the foregoing, Customer acknowledges and agrees further that all Intellectual Property Rights in any general improvements or changes to the Data Products, as well as Feedback suggested by Customer which relate to the Data Products and the Platform shall at all times vest in Rezatec and Customer shall take all necessary actions to ensure all such rights are so assigned to and remain with Rezatec. Customer hereby assigns to Rezatec on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in such Feedback and all Intellectual Property Rights contained therein. Rezatec is free to use, without attribution or compensation to any part, any and all Intellectual Property Rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, Rezatec is under no obligation to make use of any Feedback.

10.6. Customer shall take, at Rezatec's option and cost (except where Customer is at fault or where this arises as a result of a breach of this Section 10 or Section 15 (Confidentiality) by Customer) and under Rezatec control and discretion, any legal action necessary whether in the name of Customer or of Rezatec to prevent or stop the unauthorized use of such trade secrets and Confidential Information of Rezatec by any third party or entity who or which has accessed the whole or any part of any trade secrets or Confidential Information.

11. INDEMNITY.

11.1. Subject to the remaining provisions of this Section, Rezatec shall defend Customer against any claim that the Rezatec Platform or any Data Products infringes any United States of America patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any reasonable legal costs incurred by, and amounts awarded against Customer in judgment or settlement of such claims, provided that:

(i) Rezatec is given prompt written notice of any such claim specifying the claim in reasonable detail;

(ii) Customer provides reasonable assistance and co-operation to Rezatec in the defense and settlement of such claim, at Rezatec's expense;

(iii) Customer shall not make any admission of liability, agreement or compromise in relation to the claim without the prior consent of Rezatec in Writing;

(iv) Customer shall give Rezatec and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Customer, so as to enable Rezatec and its professional advisers to examine them and to take copies (at Rezatec's expense) for the purpose of assessing the claim;

(v) Rezatec is given sole authority to conduct, and to make decisions in relation to, the defense and/or negotiation and settlement of the claim; and

(vi) Customer will be entitled to participate in the defense of a claim and to employ legal representation at its own expense.

11.2. In the defense or settlement of any claim, Rezatec may at its option and expense:

(i) procure the right for Customer to continue using the Data Products, materially as contemplated by this Agreement;

(ii) replace or modify the Data Products so that they become (as so modified or replaced) non-infringing; or, if such remedies are not reasonably available,

(iii) terminate this Agreement on five (5) Business Days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

11.3. In no event shall Rezatec, its employees, agents and sub-contractors have any obligation to indemnify, or have any other liability to, Customer and its Authorized Users under this Agreement to the extent that the alleged infringement is based on:

(i) Customer's failure to abide by the terms of this Agreement;

(ii) Customer's use of any third-party services alone or in combination with the Platform ;

(iii) any alteration, configuration, customisation or modification of the Data Products and/or Platform not performed by Rezatec, regardless whether the alteration, configuration, customisation or modification was performed using Rezatec tools, methods documented by Rezatec, or training provided by Rezatec or Rezatec sub-contractors or agents;

(iv) Customer's use of the Data Products and/or Platform in a manner contrary to the terms of this Agreement or to the instructions or advice given to Customer by Rezatec;

(v) Customer's use of the Data Products and/or Platform after notice of the alleged or actual infringement from Rezatec or any appropriate authority;

(vi) Rezatec's use of any materials provided by Customer or, Rezatec's compliance with any Customer request or instruction; or

(vii) any Customer Data combined, used alongside or inputted into the Data Products.

11.4. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND REZATEC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM OR DATA PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

11.5. Customer shall indemnify Rezatec against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rezatec arising out of or in connection with (i) any breach of the warranty contained in Section 10.2; (ii) Customer Data and any use of Customer Data by or on behalf of Rezatec in accordance with this Agreement; (iii) any failure of Customer to comply with the terms of data protection as set forth in Section 14; (iv) any violation of right of privacy or the right of publicity, by Customer; (v) Rezatec's use of materials provided by the Customer or in compliance with any Customer request or instruction; or (vi) any material breach of any representation, warranty, agreement, or obligation made by Customer in this Agreement .

11.6. Nothing in this Section 11 shall restrict or limit Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by Rezatec in this Section 11.

12. DISCLAIMER OF WARRANTIES.

12.1. **All warranties, conditions, representations and guarantees, whether express or implied, arising by statute, law, custom, oral or written statements of Rezatec, Rezatec's partner(s) or otherwise (including, but not limited to, any warranty or condition as to merchantability, satisfactory quality or fitness for particular purpose or of error-free and uninterrupted use of the Platform) are, to the fullest extent permitted by applicable law, hereby superseded, excluded and disclaimed.**

12.2. **Without limiting the generality of the foregoing, the Data Products are provided to Customer on an "as is" basis and Rezatec does not warrant that Customer's use of the Data Products or the Platform will be uninterrupted or error-free, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code; or that the Platform , Data Products and any related documentation and/or the information obtained by Customer through the Platform will meet Customer's requirements. Customer is solely responsible for the use it makes of the Data Products, reliance it places on such Data Products and any judgments it makes irrespective of such Data Products.**

12.3. **Rezatec makes no warranty that the Platform will contain computer programs with characteristics or specifications desired or required by Customer or that access to the Data Products under this Agreement will be continuous and uninterrupted. Customer is solely responsible for, and Rezatec expressly disclaims any and all liability associated with the content of Customer Data. Furthermore, Rezatec shall not be responsible for:**

(i) **any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,**

including the internet, and Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

(ii) **the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the Customer Data stored or transmitted using the Platform and Customer acknowledges that the Platform functions solely as a conduit for transmission and storage of such Customer Data.**

13. LIMITATION OF LIABILITY.

13.1. **In no event shall Rezatec be liable to Customer for any: (a) loss of profits or loss of revenue; (b) loss of production, use, business, revenue, or profit or diminution in value or loss of contracts; (c) loss of goodwill or reputation; (d) third party claims; (e) loss, damage, corruption, or recovery of data, interruption in the use or availability of data, or breach of data or system security; or (f) consequential, incidental, indirect, special, exemplary, or punitive loss, in each case whether incurred directly or indirectly by Customer under any legal or equitable theory, including arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort, through indemnification or otherwise.**

13.2. **Except in relation to the indemnity contained in Section 11 (Indemnity), the maximum aggregate liability of Rezatec whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by Customer to Rezatec during the twelve (12) months immediately preceding the date on which the claim arose. The foregoing limitations apply even if any remedy fails of its essential purpose.**

14. DATA PROTECTION.

14.1. Both parties will comply with all applicable requirements of the Data Protection Laws. This Section 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

14.2. If Rezatec processes any personal data on Customer's behalf when performing its obligations under this Agreement (the scope, nature, purpose and duration of which and the types of personal data will be set out in the Order Form):

(i) Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Rezatec so that Rezatec may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf;

(ii) Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects to, such use, processing, and transfer as required by the Data Protection Laws and all other applicable data protection legislation;

(iii) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iv) Rezatec shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(v) Rezatec shall assist Customer, at Customer's cost, in respect to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, and to demonstrate its compliance with the requirements of Article 28; and

(vi) Rezatec shall notify Customer of any legal requirement to process data beyond Customer's instructions, unless not permitted to on important grounds of public interest, and if, in Rezatec's opinion, any instruction infringes an applicable Data Protection Law;

(vii) Rezatec shall notify Customer without undue delay on becoming aware of a personal data breach;

(viii) Rezatec shall at the written direction of Customer, delete or return the personal data and copies thereof received or created pursuant to the Agreement to Customer on termination of this Agreement unless required by applicable law to retain the personal data.

14.3. Customer consents to Rezatec's use of sub-processors engaged in the processing of Customer's personal data by way of general authorization in respect of all sub-processors as at the date of this Agreement. Rezatec shall make available to Customer a list of its current sub-processors on request and Customer may sign up to receive notifications of changes by Rezatec to its sub-processors to give Customer an opportunity to object to such change. Customer must notify Rezatec in the event that Customer does not agree to a proposed change within sixty (60) days of receiving a notification from Rezatec, specifying its grounds for such objection (acting reasonably). If Rezatec receives such an objection, then Rezatec may (at its option):

(i) cancel its plans to change the affected sub-processor;

(ii) offer an alternative which is acceptable to Customer; or

(iii) take corrective steps to remove the objection identified by Customer to Customer's reasonable satisfaction, after which Rezatec may proceed with appointing the relevant sub-processor.

If none of the above options resolves the objection, then without liability to Customer, Rezatec may terminate this Agreement by providing written notice with immediate effect.

14.4. Customer acknowledges that Rezatec is reliant on Customer for documented instructions as to the extent to which Rezatec is entitled to use and process any personal data, and Rezatec may process personal data only on documented instructions from controller, including for any transfers to a third country. Consequently, Rezatec will not be liable for any claim brought by a data subject arising from any action or omission by Rezatec, to the extent that such action or omission resulted directly from Customer's instructions.

15. CONFIDENTIALITY.

15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(i) is or becomes publicly known other than through any act or omission of the receiving party;

(ii) was in the other party's lawful possession before the disclosure;

(iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

15.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its employees, directors, affiliates', auditors or legal counsel or use the other party's Confidential Information for any purpose other than the implementation of this Agreement.

15.3. Each party may disclose the other party's Confidential Information in strict accordance with a judicial or other governmental order, provided that to the extent possible and legally permitted it gives the other party reasonable notice prior to such disclosure to allow the other party a reasonable opportunity to seek a protective order or equivalent.

15.4. Customer acknowledges the confidentiality of the terms and conditions of this Agreement and shall not disclose them to third parties (except Customer's auditors, legal counsel or third parties whose review is mandated by law) without the prior authorization of Rezatec in Writing.

16. TERM AND RENEWAL. This Agreement shall, unless otherwise terminated as provided in Section 17 (Termination), commence on the Effective Date and shall continue for the Initial Term. The Agreement shall expire automatically at the end of this term, unless otherwise extended by mutual written agreement (each such renewal period a "Renewal Term".

17. TERMINATION.

17.1. Without prejudice to Rezatec's right to terminate this Agreement pursuant to clause 9.3, each party may terminate this Agreement at any time by giving notice in Writing to the other party if that other party commits a material breach of any term of this this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in Writing of the breach.

17.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may immediately terminate this Agreement, without liability to the other, in the event that an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or the other party ceases, or threatens to cease, to trade or conduct business in the normal course; is deemed unable to pay its debts; makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; a receiver is appointed of any of the other party's assets, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or avails itself of or becomes subject to any similar or analogous action or judicial or administrative proceeding in any jurisdiction in consequence of debt.

17.3. Upon termination of this Agreement for any reason: (i) all of Customer's rights and license to use the Data Products and the Platform will immediately terminate; (ii) Customer shall cease all activities authorized by this Agreement; and (iii) Customer shall immediately pay to Rezatec any sums due to Rezatec under this Agreement.

17.4. The parties acknowledge that Customer may, prior to the termination of this Agreement, extract the Data Products and store the Data Products following termination of this Agreement, solely and strictly for Customer's own internal

business continuity purposes.

17.5. The termination of this Agreement for any reason shall not extinguish or diminish Customer's obligation under Section 10 (Ownership) to maintain the confidentiality of the Platform and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including without limitation the following Sections: 1 (Definitions), 10 (Ownership), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 15 (Confidentiality), 17 (Termination), 21 (Governing Law and Jurisdiction), 22 (Severance), 23 (Variation), 25 (Third Party Rights), 26 (Dispute Resolution), 27 (Notices) and 30 (Entire Agreement).

18. FEES and PAYMENT.

18.1. Rezatec shall invoice Customer in advance for the Fees in respect of the Initial Term. No download or modelling functionality for use of the Data Products specified in the Order Form will be made without receipt of payment in full by Rezatec from Customer of the applicable invoiced amount then due under the Order Form.

18.2. The Fees in respect of each Renewal Term shall automatically increase from the Fees for the immediately preceding Initial Term or Renewal Term (as applicable). Rezatec will begin the renewal process prior to the commencement of the applicable Renewal Term with the Customer in Writing, around 30 – 90 days prior to the commencement of the applicable Renewal Term.

18.3. Customer shall pay Rezatec's invoices at net thirty (30) days.

18.4. All Fees are stated exclusive of Sales Tax which shall be payable by Customer in full at the prevailing rate.

18.5. All amounts due under this Agreement shall be paid by Customer to Rezatec in full without any set-off, counterclaim, deduction or withholding.

18.6. Without prejudice to its other rights and remedies, if Customer fails to pay any amounts to Rezatec when due:

(i) Customer shall pay interest on the overdue amount at a one and a half percent (1½%) monthly finance charge to be calculated on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount; and

(ii) Rezatec may suspend access to the Data Products and the Platform without liability to Customer.

19. SUBCONTRACTORS. Subject to Section 14.2, Customer acknowledges and agrees that Rezatec shall be authorized to sub-contract all or part of the provision of the Platform , provided that Rezatec shall require that any sub-contractor appointed under this Section complies with the terms of this Agreement and provides any sub-contracted services in accordance with the terms of this Agreement.

20. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party, or to a parent, subsidiary or affiliate as part of any internal reorganization provided such party assumes in Writing the terms and conditions of this Agreement (and all rights and obligations under it).

21. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York. Subject to Section 26 (Dispute Resolution), each party irrevocably agrees that the courts of the State of New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that no provision of the Uniform Computer Information Transactions Act ("**UCITA**") is intended to apply to the interpretation of this Agreement, whether or not UCITA has been enacted in the applicable jurisdiction.

22. SEVERANCE. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23. AMENDMENT. No amendment of or modification to or rescission, termination, or discharge of this Agreement shall be effective unless in Writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by the parties (or their authorized representatives).

24. WAIVER. A waiver of any right or remedy under this Agreement or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default.

25. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall have no right to enforce any of its terms.

26. DISPUTE RESOLUTION. If any dispute arises in connection with this Agreement, the parties will first attempt to settle it by mediation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The parties shall share equally the costs of any mediation pursuant to this Section.

27. NOTICES.

27.1. Any notice given under or in connection with this Agreement shall be in Writing and sent to a party's address, fax number or email address as set out in the relevant section of the Order Form (or as notified in Writing from time to time). Notices shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party, or sent by fax or by email.

27.2. A notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address (or if delivery is not in Normal Business Hours, at 9 a.m. on the first Business Day following delivery), if sent by pre-paid first-class post or other next working day delivery, at 9 a.m. on the second Business Day after posting, or, if sent by fax or email, on the next Business Day after transmission.

27.3. This Section 27 does not apply to notices giving in legal proceedings.

28. EQUITABLE RELIEF. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 14 or, in the case of Customer, Section 3, Section 6, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

29. FORCE MAJEURE. Rezatec shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or incidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of Rezatec), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

31. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

32. MARKETING. Both parties agree to use respective company logo's on their respective websites and social medial channels. Both parties agree on or before the initial 6-month anniversary of the signed date of the agreement, to jointly write news and promotional material to use on their respective websites. Both parties agree to review and refresh these materials on an ongoing annual basis.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

For and on behalf of Rezatec Global Inc.:

By: _____ Name: _____

Position: _____ Date: _____

For and on behalf of City of Spokane, Washington:

By: _____ Name: _____

Position: _____ Date: _____

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

REQUEST FOR PROPOSALS

IRFP NUMBER: 6524-26 **RFP TITLE: Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality** **RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department** **QUESTION DEADLINE: Wednesday March 13th** **TIME: 4:30 P.M.**	**PROPOSAL DUE DATE: Wednesday, March 17th** **TIME: 2:00 P.M.** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 COMMUNICATION

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

1.2 BACKGROUND AND PURPOSE SUMMARY

The City, through its Water & Hydroelectric Services Department is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms to provide geospatial analyses and desktop risk assessments for potable water pipelines.

The Department maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. Over half of all pipes are more than 50 years old. While age alone is not necessarily an indicator of asset condition, many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. Though there is a dedicated leak detection crew, much of the network is uninspected annually which increases the risk of undetected leaks and reactive failures. The City experiences an incident rate approaching 100 main breaks per year.

To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level - a forward prediction for likelihood of failure, consequence of failure, and overall pipeline criticality - highlighting the areas within the network most at risk.

1.3 MINIMUM QUALIFICATIONS

The Proposer must have **five (5) years** of experience in geospatial analysis, machine learning expertise, and client access portal / platform software development in the water pipeline industry.

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 for a period of 1 Year, with the option of 2 one-year renewals.

1.5 ADDENDA

It is the responsibility of Proposers to check the City's online procurement system https://spokane.procureware.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 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	Wednesday March 13thth
Proposals Due	Tuesday March 17th
Evaluation, Negotiation and Contract Award	Week of March 19th
Begin Contract Work	Week of May 11th

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, Joint Venture, Team, or Company including Sub-consultants.

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 Firms to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY/DESCRIPTION

Machine learning model processing and analyses of geospatial data variables across the City's drinking water pipeline network attributes. City access to a web-based precision analytics platform portal that displays results of failure predictions for each pipe segment in map and dashboard view, visual and tabular form. Annual processing and analysis of City-supplied GIS and break data, validation of deliverables, and delivery of results to platform. Contract term is one year with option to renew annually for two additional years. The City's network includes approximately 1,171 miles of transmission and distribution mains, ranging in diameter from 2-inch to 48-inch of materials including cast iron, ductile iron, steel, PVD, HDPE, and Kalamein. The network is shown on the Map Spokane map viewer. Under the Layer List, select Utilities > Water > Water Main: https://spokane.maps.arcgis.com/apps/webappviewer/index.html?id=3bd21df38df54be58870e0d66c80d6ae

2.2 SCOPE OF SERVICES

Deliverables shall include:

1. Platform data layers and insights
    a. Likelihood of Failure (LoF)
        i. This data layer defines the highest risk of incident (leakage, burst, etc.) across an entire network. The Likelihood of Failure score is assigned to each pipe segment.
        ii. This data is delivered in 3 GIS layers:
            1. Likelihood of Failure (LoF) – network-wide LoF metric between 1 and 5
            2. LoF prioritization zones – priority within City-defined zones
            3. LoF prioritization across the network – City-defined % (e.g., top 10% of highest LoF across the entire network)

b. Consequence of Failure (CoF)
    i. This data layer defines the impact (consequence) of pipeline failure (i.e. interruption to supply, flooding impact, fire, etc.). This layer will be developed with the City.
    ii. This data is delivered in a single GIS layer:
        1. Consequence of Failure (CoF)– network-wide CoF metric between 1 and 5
        2. CoF prioritization across the network– City-defined % breakdown of the CoF data to show highest CoF by percentage across the network
c. Criticality (of Cost of Failure)
    i. This data layer defines the most critically impactful assets by the combination of likelihood and the City-defined consequence of failure.
    ii. This data is delivered in a single GIS layer:
        1. Criticality (combination of LoF and CoF)
d. Certainty Index
    i. This data layer enables a more detailed categorization of low-risk pipes and high-risk pipes. It will assign a 0-1 score, with pipes sitting closer to 1 having a higher certainty. This score reveals how certain the LoF predictions are, based on the inputs it has been provided.
e. Pipe LoF Influencers
    i. Identify the variables most contributing to LoF on a pipe-by-pipe basis, enabling comparison between individual pipes or groups and clearly showing what drives a given score at the local level.
    ii. Tables or charts on each pipe that provide transparency into why a score is assigned. Filterability to allow users to visualize influencing factors for the entire network or selected subsets, such as pipes or a particular material.

2. Desktop Validation
    a. Data science assessment of how well the model has performed. The most recent year of pipe failure incidents are intentionally withheld to see how accurately the model can predict the failures recorded in the most recent year.
3. Field Validation (planning support)
    a. Support the City in determining the highest-risk areas for investigation while maintaining operational efficiency.
4. Customer Support and Findings Report
    a. Meetings for kickoff and data request, data delivery, training, and quarterly follow-ups
    b. Technical support for City questions and user access
    c. Findings Report during Year One of contract term
        i. Accuracy results and KPIs from desktop and field validation
        ii. Aggregation of data for better use in the field, for example, to facilitate identification of whole pipes or roads with the highest risk pipes
        iii. List of best candidate pipes for a replacement program
        iv. Recommendations for leak detection or condition assessment activity

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Cost Proposal. Proposals shall be prepared with the most favorable terms that can be proposed. There is not a "best and final offer" procedure.

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 identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City.

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. 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 regarding any required involvement by City staff in the tasks, services, and activities necessary to execute the work plan.

B. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Explain and provide documentation of how Firm meets the minimum qualifications as identified in Paragraph 1.4 "Minimum Qualifications".

C. 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.

D. 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'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. Skip "Pricing" Tab. 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. Proposals will be evaluated including overall completeness, quality of content, and ability to follow instructions demonstrating attention to detail as part of the Technical and Management categories. 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. Commitments made by the Firm at the oral interview will be considered binding. 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 – 65% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables Firm and Staff Experience/Qualifications/Capabilities References	 35 Points (Maximum) 35 Points (Maximum) 35 Points (Maximum) 35 Points (Maximum)	140 points
COST PROPOSAL – 30%	60 Points (Maximum)	60 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 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.

6. RFP ATTACHMENTS

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

- Attachment 1 – RFP 6524-26 Terms and Conditions
- Attachment 2 – RFP 6524-26 Proposal Document

Bid Response Summary

Bid Number	IRFP 6524-26
Bid Title	Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality
Due Date	Tuesday, March 17, 2026 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Rezatec Global Inc
Submitted By	Amee Hamilton - Monday, March 16, 2026 11:20:09 AM [(UTC-08:00) Pacific Time (US & Canada)] ahamilton@thinkcei.com +1 816 213 2056
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):	2
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal 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
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	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 in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into 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.	Harvey Franklin US Direct Line: +1 (302) 440 6361 harvey.franklin@rezatec.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.	Amee Hamilton 816-213-2056 ahamilton@thinkcei.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	IRFP 6524-26 - Pipeline Assessment for LOF-COF - Rezatec Response Signed.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.	
	3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

March 11, 2026

Rezatec

City of Spokane

Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality

IFRP Number: 6524-26

Reference: SPOKANE004

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(1) Letter of Submittal

1.1 Re: IRFP 6524-26 – Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality

10 March 2026

City of Spokane

Tanya Lester

914 E North Foothills Dr, Spokane, Washington, 99207, United States

Dear Evaluation Committee,

Rezatec Global Inc. ("Rezatec") is pleased to submit this proposal in response to IRFP 6524-26 – Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality. This proposal is submitted in the required order: (1) Letter of Submittal, (2) Technical Proposal, and (3) Cost Proposal.

Rezatec proposes to deliver a GIS-ready Pipeline Risk service for the City's water transmission and distribution networks, including LoF (three GIS layers), CoF, Criticality, a Certainty Index, Pipe LoF Influencers, validation support, and a Year 1 Findings Report, supported by platform access and customer support, as described in the enclosed Technical Proposal.

1.2 Vendor Details

Legal Entity Name: Rezatec Global Inc.
Address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808
Principal Place of Business: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808

Primary Contracting Contact: Amee Hamilton, General Manager
Telephone: +1 816-213-2056
Email: ahamilton@thinkcei.com

1.3 Legal Status and Operating Location

Corporation

Rezatec Global Inc.
Address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808

1.4 Required Disclosure Statement

Rezatec confirms that it does not have any current City of Spokane employees or employees of participating agencies, or any former such employees within the prior twelve (12) months, serving on its staff or board of directors.

1.5 Minimum Qualifications Confirmation

Rezatec confirms that it meets the minimum qualifications identified in Paragraph 1.4 “Minimum Qualifications,” including:

- A minimum of five (5) years of experience in geospatial analysis in the water pipeline industry;
- A minimum of five (5) years of experience applying machine learning in the water pipeline industry;
- A minimum of five (5) years of experience in client access portal/platform software development in the water pipeline industry; and
- Being licensed to do business in Washington State.

Washington State business licensing evidence: Rezatec holds a Washington State business licence and City endorsement (Spokane General Business – Non-Resident – Active). See Appendix B for supporting documentation.

1.6 Acceptance of Terms and Conditions

Rezatec acknowledges and agrees to comply with all terms and conditions set forth in IRFP 6524-26 with some additional clarifications listed in the bid around Ownership of Documents and Insurance Coverage.

1.7 Signature

Amee Hamilton

General Manager
Rezatec Global

March 11, 2026

Rezatec Global Inc. | 251 Little Falls Drive, Wilmington, New Castle County, DE, 19808, USA

(2) Technical Proposal

2.1 Executive Summary

Rezatec proposes to deliver a predictive Pipeline Risk service to support the City of Spokane's proactive planning and prioritisation for water main renewal and risk reduction. The service will provide actionable, map-based risk layers and prioritised outputs for Likelihood of Failure (LoF), Consequence of Failure (CoF), Criticality, a Certainty Index, and pipe-level LoF Influencers, supported by desktop validation, field validation planning support, and a Year 1 Findings Report.

Rezatec will provide platform access, training and support to ensure the City can operationalise outputs for renewal planning and targeted inspection/field activities.

2.2 Project Approach / Methodology / Understanding

2.2.1 Understanding of Project Objectives and Spokane's Requirements

Rezatec confirms it has read and understood the City's Scope of Services for IRFP 6524-26. The City requires annual machine-learning processing and analysis of City-supplied GIS and break data to generate failure-risk outputs for each pipe segment, with deliverables validated and published to a web-based precision analytics platform (map and dashboard views with visual and tabular outputs). The contract term is one (1) year with the option to renew annually for two (2) additional years at the City's discretion. The City's drinking water pipeline network includes approximately 1,171 miles of transmission and distribution mains.

Based on the City's network information (including diameter range and material types such as cast iron, ductile iron, steel, PVC, HDPE, and Kalamein), Rezatec will deliver LoF, CoF and Criticality outputs, together with supporting confidence and interpretability deliverables (Certainty Index and Pipe LoF Influencers), through the platform in GIS-ready form to enable the City to prioritise renewal, target inspection/leak detection, and support defensible decision-making.

The City requires a solution that supports decision-making at pipe-segment level by delivering GIS-ready outputs and prioritised insights for failure likelihood, failure consequences, combined criticality, and confidence/interpretability outputs to guide intervention planning.

Rezatec's approach is designed to:

- Convert historic failure and asset/environment data into defensible risk scores that are usable for planning and targeting.
- Provide transparent outputs (Certainty Index and Pipe LoF Influencers) that help the City understand where the model is confident and what factors drive risk.
- Validate performance using a blind / hold-out approach and support the City in translating results into field programmes.

2.2.2 Delivery Approach

Rezatec will deliver each contract year through clear phases with defined review and acceptance points:

1. **Initiation & data mobilisation** (data request and kick-off)

2. **Data onboarding & QA/QC** (data readiness confirmation, gap/quality reporting)
3. **Annual model delivery** (publish risk layers and insights to the platform; outputs review session)
4. **Validation & field planning support** (desktop validation summary and field validation planning workshop)
5. **Operationalisation** (training, adoption support, and Year 1 Findings Report)

Governance & acceptance gates (to be confirmed during project kick-off):

- **Gate 1:** Data readiness and modelling assumptions agreed (City review)
- **Gate 2:** Annual model outputs published for review (City acceptance of formats/coverage)
- **Gate 3:** Validation summary and field planning outputs delivered (City acceptance)
- **Gate 4:** Findings Report delivered + support plan confirmed

2.2.3 Methodology

2.2.3.1 Data inputs and historic analysis

Rezatec will work with the City to ingest, structure and QA core datasets typically including (as available): pipe inventory (attributes and geometry), break/leak history, work orders, pressure/zone/operational context, environmental and hazard layers, and consequence drivers (e.g., critical customers, traffic, proximity factors). QA/QC will identify completeness, consistency and joinability issues early and document any limitations in outputs and reporting.

Full data input requirements are outlined in Appendix A.

2.2.3.2 Machine-learning modelling approach

Rezatec's methodology applies consistent and repeatable machine-learning analysis across the City's pipe network to support evidence-based prioritisation. The service is delivered via a Software-as-a-Service (SaaS) approach, enabling repeatable updates and a consistent user experience for City teams.

Machine-learning techniques are applied primarily to the Likelihood of Failure (LoF) component to reduce bias from manual scoring and improve robustness when analysing multiple interacting factors. LoF modelling is trained using the City's historic failure records alongside the agreed geospatial inputs (pipe attributes and relevant environmental/operational context), to identify patterns associated with increased likelihood of future failure. This process creates a Spokane-specific failure signature—i.e., the combination of variables that best explains historic failures in Spokane's network and therefore provides the strongest basis for forward prediction.

The Consequence of Failure (CoF) component is developed as a consultative layer with the City to ensure it reflects Spokane's priorities and consequence drivers. LoF and CoF are then combined to produce Criticality, supporting practical programme planning.

Outputs are delivered at a resolution suitable for operational use and field planning, with model results provided per pipe segment and presented as GIS layers.

2.2.3.3 Model transparency and interpretability

To support operational confidence and explainability, Rezatec provides:

- **Certainty Index** indicating where the model has stronger vs weaker supporting evidence.
- **Pipe LoF Influencers** that highlight key drivers contributing to a pipe's LoF score (e.g., asset attributes, environment, operational factors), enabling engineering review and more informed targeting.

2.2.3.4 Delivery frequency and ongoing monitoring

Rezatec will deliver one (1) Pipeline Risk model per contract year, including the Base Year and any exercised option years. Each annual delivery includes refreshed GIS layers/insights and the associated validation, reporting, and customer support activities described in this proposal.

Options for additional models can be provided upon request.

2.2.4 Validation Approach

2.2.4.1 Desktop validation concept

Each year following the initial delivery, the incidents that occurred in the last year provided to train the next model will also be used to validate the prior model. The pool of incidents for this validation are typically the passive incidents occurring and reported each year but can be additionally bolstered by any additional leak detection activities. The incidents in the year following each model can then be compared to the risk score given to the associated pipe for a check of incidents occurring on high-risk pipes as well as lacking incidents on low-risk pipes. This approach thus allows for a true-positive and true-negative approach to accuracy validation but can be made flexible to best align with the City's goals and priorities. This validation produces accuracy scoring to support further proactive action to target KPIs like bringing down water loss and repair costs.

The validation is typically visualised in two ways.

1. Ranked percentiles of LoF in classes of 5 along an x-axis against a y-axis counting incidents.
    a. This visualises the entire spread of incidents on the network in a way that can be best compared year on year as the model improves with further data and continual improvements made by the development team. Percentiles best allow for narrowing the view to the highest and lowest risk pipes in the network for precise targeting.
2. Count of incidents and total network pipe population per LoF category (e.g. 0-1, 1-2… 4-5). Using two y-axes shows the distribution of both incidents and pipe across the model allowing for ratios to be visualised. A further break rate graph can then display the comparative break rates of the different categories increasing with risk.
    a. While ranked percentiles show the whole distribution, the LoF score distribution across the network does not always follow a perfect normal distribution curve or equal count per LoF category. Networks may often skew with more pipes predicted to be low risk than those predicted to be high-risk.
    b. This was seen in the pilot with the most populous category being the lower LoF 1-2 with 75 miles to the highest LoF 4-5 category of pipes being a much more concentrated 19 miles. The break rate difference was then significant with 14 per 100 miles just under the AWWA recommendations for a healthy network in the modal 1-2 pipes, and 123 per 100 miles in 4-5, a near nine-fold increase.

2.2.4.2 Field validation planning concept

Rezatec will support the City to translate outputs into an actionable field validation plan, including selection of candidate segments for inspection, balancing risk, certainty and practical constraints. Field validation planning will be supported using the annual model outputs (LoF/CoF/Criticality) alongside Certainty Index and Pipe LoF Influencers, to help the City select candidate segments for inspection that balance risk, certainty and practical constraints. Field findings can be used to refine targeting assumptions and inform future update cycles for proactive action as well as KPI saving on finding leaks early with the field validation itself. Future work can then be integrated to most efficiently work with existing monitoring to improve hit rate while not increasing the workload for leak detection efforts.

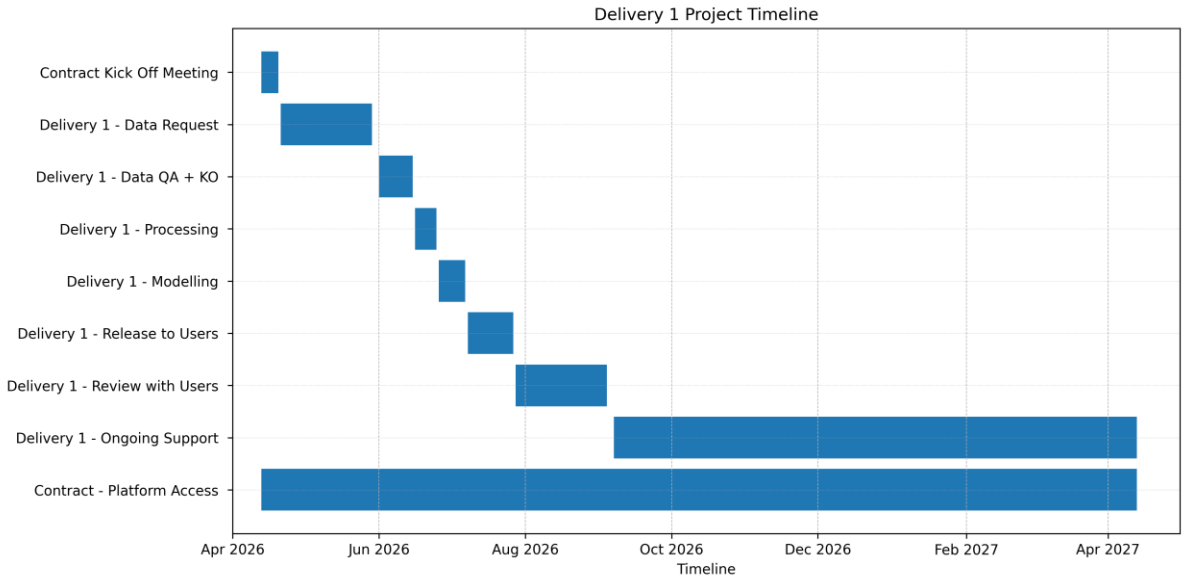
2.3 Work Plan, Schedule, and City Involvement

2.3.1 Work Plan and Schedule Completion Dates

Below is a Base Year work plan and schedule (*illustrative; dates to be confirmed from the Effective Date). Model updates would be initiated one and two years after the Base Year Kick Off and would follow the same delivery timeline each year unless changes to the delivery window are requested. This table is designed to meet Spokane's requirement for tasks/activities, deliverables, completion dates, and City staff involvement.

Delivery Item	Date Start*	Date End*	Description
Contract Kick Off Meeting	13/04/2026	20/04/2026	Initial project kick off meeting to finalise the timeline to best suite the project requirements of the team.
Data Request	21/04/2026	29/05/2026	Network, leak and any additional data required for modelling requested and to be shared over.
Data QA + KO	01/06/2026	15/06/2026	Rezatec checks of input data received and any requisite changes or formatting. Kick Off meeting option once input data accepted.
Processing	16/06/2026	25/06/2026	External data sourcing, formatting, compilation and pre-model set up for Likelihood of Failure and matrix setup for Consequence.
Modelling	26/06/2026	07/07/2026	Machine learning modelling of the network, leak and input datasets for Likelihood and matrix model running for Consequence.
Release to Users	08/07/2026	27/07/2026	Final processing and upload to Rezatec platform, delivery and showcase to main users of the new data and any new features.
Review with Users	28/07/2026	04/09/2026	Initial delivery support and follow up call for application and validation on previous data. Agreement of timeline for implementation and support through the year.
Ongoing Support	07/09/2026	13/04/2027	Post delivery support, meetings, onboarding new users, meetings and communication on updates to the platform, data use and implementation.

Contract – Platform Access	13/04/2026	13/04/2027	Platform access period tied to and dependent on contract dates.



2.3.2 City Involvement

Rezatec expects the following City involvement to execute the work plan:

- Provide agreed datasets and access (GIS network, breaks history, attribute tables, etc.) in a timely manner.
- Assign City project lead(s) for coordination and acceptance.
- Provide SMEs for assumptions review (asset, operations, planning).
- Participate in review/acceptance workshops: kickoff, initial outputs review, validation review, training/field planning, and Findings Report review.

2.3.3 Sub-consultants

No sub-consultants proposed.

2.4 Deliverables

Pipeline Risk provides three core analytical outputs that support different aspects of asset planning and risk management. These outputs are calculated using different data inputs and analytical approaches and are designed to be used together to support prioritisation.

We deliver these outputs at the pipe-segment level. Where pipe asset data exceeds 328 feet in length, they are segmented to ≤328 ft in order to improve spatial accuracy and comparability across the network with more localised environmental differences. We can also deliver our analysis at the

aggregated per asset level, as requested and designated by the customer to produce aggregated risk insights.

Rezatec will provide the following deliverables, aligned to Spokane's requested scope.

2.4.1 Platform Data Layers and Insights

2.4.1.1 Likelihood of Failure (LoF)

Likelihood of Failure (LoF) is a pipe-segment score that estimates where failures (e.g., leaks/bursts) are most likely to occur, based on the relationship between historic failure patterns and available pipe, environmental and operational context data. LoF is used to target proactive intervention by identifying the highest-risk cohorts (e.g., top 10%) and by supporting prioritisation within operational planning areas (e.g., zones/DMAs). In practice, LoF is used to focus leak detection, condition assessment and renewal planning on the areas and assets most likely to fail.

Outputs provided: LoF delivered in three GIS layers:

(i) LoF (network-wide) — LoF metric between 1 and 5
(ii) LoF prioritisation within City-defined zones
(iii) LoF prioritisation across the network — City-defined % (e.g., top 10% highest LoF)

2.4.1.2 Consequence of Failure (CoF)

Consequence of Failure (CoF) is a pipe-segment score that represents the potential impact if a failure occurs (for example, service disruption, proximity to sensitive receptors, or other City-defined consequence drivers). CoF is used to ensure that planning and prioritisation reflect not only where failures may occur, but where failures would be most disruptive or costly. It is typically used to guide renewal planning, prioritise contingency planning, and help select pipes for intervention where consequence is highest.

Outputs provided (required):

(i) **CoF (network-wide)** — CoF metric between 1 and 5 (GIS layer)

(ii) **CoF prioritisation across the network** — City-defined % breakdown highlighting the highest consequence cohorts

2.4.1.3 Criticality

Criticality is a combined view of risk that brings together Likelihood of Failure (LoF) and Consequence of Failure (CoF) to identify the pipe segments where overall risk is highest. Criticality is used to produce an intervention-ready prioritised view for capital planning: it helps identify where a proactive renewal or mitigation will have the greatest risk-reduction benefit, and supports transparent discussion of trade-offs between probability and impact.

Outputs provided:

- **Criticality layer** combining LoF and CoF (GIS layer)

2.4.1.4 Certainty Index

The Certainty Index is a confidence score (0–1) that indicates how strongly the available data supports the model's LoF estimate for each pipe segment. It helps the City interpret outputs responsibly: high-risk/high-certainty pipes may be suitable for immediate prioritisation, while high-risk/low-certainty areas may warrant targeted validation or data improvement before committing to major interventions. It is also used to help structure field validation planning by identifying where inspections will most improve confidence.

Outputs provided:

- **Certainty Index** — certainty score between **0 and 1** (per pipe segment)

2.4.1.4 Pipe LoF Influencers

Pipe LoF Influencers provide interpretability and transparency by showing the key factors that most influence the LoF score for a given pipe (and across selected subsets of the network). This helps operational and planning teams understand why a pipe is ranked as higher risk, supports engineering sense-checking, and makes it easier to communicate results internally. Influencers are used alongside LoF and Certainty to guide decisions (e.g., whether to replace, inspect, reline, or improve data) and to compare risk drivers across materials, vintages or operational areas.

Outputs provided:

- Pipe-level tables/charts showing influencing factors for each pipe segment (as supported in the platform)

2.4.2 Platform Access

Platform Access provides City users with a consistent way to view and work with the Pipeline Risk outputs, including map-based layers, attribute details, filtering and prioritisation views. Platform access is used to operationalise outputs by enabling engineers and planners to explore risk drivers, validate priorities with local knowledge, and export results for use in City systems and reporting workflows.

Outputs provided:

- Web-based access to pipeline risk outputs for authorised users, with map-based viewing and drill-down to pipe-segment details.
- Exportable formats as GIS-compatible spatial layers, tabular datasets (CSV), and supporting visualisation and analysis tools

2.4.3 Desktop Validation

Desktop validation is a statistical assessment of model performance designed to test how well the LoF model identifies future failures. Spokane requires this to be performed using a hold-out approach (withholding the most recent year) to simulate forward prediction. Desktop validation is used to quantify performance (e.g., capture of failures within top risk cohorts) and to provide confidence in using outputs for planning and prioritisation.

Outputs provided:

- Desktop validation summary using a hold-out approach (withholding the most recent year)

2.4.4 Field Validation Planning Support

Field validation planning support helps the City translate model outputs into an actionable, practical inspection programme. It is used to select candidate pipe cohorts for condition assessment or targeted inspections in a way that balances LoF/Criticality, Certainty, geographic clustering, and operational constraints. The output is a clear plan the City can execute, and (where feedback is available) it can inform future update cycles.

Outputs provided:

- Support to develop a field validation plan and targeting approach.

2.4.5 Customer Support and Findings Report

Customer support ensures the City can successfully adopt and use the deliverables, including support during onboarding, output review, training and ongoing questions. The Year 1 Findings Report provides a consolidated record of what was delivered and learned, including assumptions, limitations, KPI and validation results and recommended actions. It is used as a reference for decision-making, internal reporting, and planning future field activity and future updates.

Outputs provided:

- Year 1 Findings Report aligned to Spokane's requested contents.

2.5 Experience and Minimum Qualifications

2.5.1 Firm Experience Relevant to Scope

Rezatec has delivered pipeline risk analytics and GIS-ready decision support for water utilities, combining geospatial analysis, machine learning, and platform delivery to operational teams.

Primarily working with North American water utilities, Rezatec has delivered pipeline risk models and supported validation and implementation of data across a world-wide customer base. The platform, delivery and model have been developed and calibrated with the direct feedback of water utilities to support capital replacement planning and leak detection activities. These improvements are continual as shown by the new platform and features being launched this year.

Rezatec additionally brings directly relevant experience having produced the successful pilot on a southern subset of the City of Spokane's distribution network, including a desktop and proactive validation on accuracy. Rezatec has also worked for a number of years with the city on a continuing dam monitoring project utilising similar satellite data to work best alongside the team and tailor the platform and delivery to the needs of that project.

2.5.2 Project Team and Roles

Name	Role	Responsibilities	Relevant experience summary
David Halfacree	Project Manager/Geospatial Lead	Governance, schedule, data QA/QC, GIS integration, outputs	MSc in Geology with over 7 years' experience working in project delivery and GIS.
Asterios Papastergios	Modelling Lead	ML modelling, validation, certainty/influencers	8+ years geospatial data modelling, code design and validation, 5+ years working with diverse customers on geospatial data products
Kevin Shannon	Platform Lead	Platform access, publishing layers, user workflows	13+ years working in User experience and product management.
Jonathan Hicks	Customer Success Manager	Stakeholder management, technical delivery, communications, training, support, adoption and reporting.	Masters of Geology and Remote Sensing with over 6 years working with water utilities and GIS.

2.5.3 Minimum Qualifications Evidence

Rezatec confirms it meets Spokane's minimum qualification requirements, including:

(i) 5+ years geospatial analysis
Rezatec has worked as a cutting-edge satellite and geospatial analytics company for over a decade, continually improving and adapting new techniques and processes for direct application via GIS enabled platforms. Delivery and platforms have been developed and iterated on to maximise end user ability to extract useful information from remote sensing data by geospatial means and interface.

(ii) 5+ years machine learning
Rezatec specialises in utilising machine learning to power analytics tools like pipeline risk utilising satellite and other geospatial data and has done since inception. The company and staff are further specialists in machine learning, with models continuing to iterate and improve new and existing models to better the accuracy and usefulness of our outputs over a decade on.

(iii) 5+ years client portal/platform software development in the water pipeline industry
Rezatec has been delivering via platforms developed explicitly for the water industry for over a decade. Continual improvements have been made with live platform development as well as five main platforms developed each to further improve access and useability of delivered data.

(iv) Licensed to do business in Washington State (please refer to Appendix B).
Rezatec has worked in Washington State prior and with the City of Spokane on multiple previous projects.

2.6 Relevant Contracts and References

2.6.1 Contracts List

City of Olathe
Four year continual modelling of a growing 600-mile water distribution and transmission network.
https://www.rezatec.com/city-of-olathe-rezatec-pipeline-risk-solution/

WaterOne
250-mile pilot which expanded to modelling a full 1100-mile city water distribution network.
https://www.rezatec.com/waterone-validating-the-accuracy-of-geospatial-analytics/

Eden Prairie
400-mile water distribution network staying ahead of breaks.
https://www.rezatec.com/eden-prairie-driving-water-distribution-network-improvements/

More examples available on request.

2.6.2 Three Nominated References

City of Olathe - Sabrina Parker, Water & Sewer Manager.
WaterOne - Jason Beyer, GIS Lead, Distribution Engineering.
Eden Prairie - Rick Wahlen, Utility Operations Manager.

Phone numbers and email addresses available on request to maintain customer privacy and data protection.

2.7 Termination for Default Statement

Rezatec has not had a contract terminated for default in the past five (5) years.

(3) Cost Proposal

3.1 Overview and Contract Term

Any contract resulting from this IRFP will be for a period of one (1) year, with the option of two (2) one-year renewals at the City's discretion.

Pricing below is provided for:

- Base Year (2026)
- Option Year 1 (2027)
- Option Year 2 (2028)

For the avoidance of doubt, "Year 1/2/3" refers to successive contract years commencing from the applicable Effective Date; the calendar years shown above are indicative only. Each contract year includes one (1) Pipeline Risk model delivery, plus platform access and standard support.

Washington State sales tax is excluded from this Cost Proposal in accordance with the City's instructions.

3.2 Scope Included in Pricing

The annual pricing includes all costs and expenses necessary to deliver the Scope of Services and associated outputs for each contract year, including the platform layers (LoF, CoF, Criticality, Certainty Index, Pipe LoF Influencers), validation activities, customer support, and reporting described in the Technical Proposal.

3.3 Payment Options

Rezatec offers two payment options for each contract year:

Option A — Annual invoice (one instalment per year)

- Invoice timing: One invoice for 100% of the annual fee issued on the Effective Date for the applicable contract year (Base Year, and for each exercised Option Year).

Option B — Staged invoices (three instalments per year)

- Invoice timing (per contract year):
  - 50% invoiced on the Effective Date for the applicable contract year
  - 25% invoiced four (4) months after that contract year Effective Date
  - 25% invoiced eight (8) months after that contract year Effective Date
- Renewals: If the City exercises an Option Year, the same staged schedule applies from the Effective Date of that Option Year.

3.4 Annual Pricing

Below, we have outlined the annual pricing for each contract year.

Contract Year	Description	Annual Price (USD, excl. taxes)
Year 1 (2026)	Base Year	**$104,942**
Year 2 (2027)	Option Year 1	**$115,436**
Year 3 (2028)	Option Year 2	**$132,752**
	Total (if all option years exercised)	**$353,130**

3.5 Payment Profile by Option

3.5.1 Option A – One instalment per contract year (100%)

Below, we have outlined the invoicing schedule for Option A, with timings and amounts detailed.

Contract Year	Status	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	On Effective Date	**$104,942**
Year 2 (2027)	Option Year 1 *(if exercised)*	On Effective Date	**$115,436**
Year 3 (2028)	Option Year 2 *(if exercised)*	On Effective Date	**$132,752**

3.5.2 Option B – Three instalments per contract year (50% / 25% / 25%)

Below, we have outlined the invoicing schedule for Option B, with timings and amounts detailed.

Contract Year	Status	Instalment	% of Annual	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	1	50%	On Effective Date	**$52,471**
		2	25%	+4 months	**$26,236**
		3	25%	+8 months	**$26,235**
Year 2 (2027)	Option Year 1 *(if exercised)*	1	50%	On Effective Date	**$57,718**
		2	25%	+4 months	**$28,859**
		3	25%	+8 months	**$28,859**
Year 3 (2028)	Option Year 2	1	50%	On Effective Date	**$66,376**

	(if exercised)				
		2	25%	+4 months	**$33,188**
		3	25%	+8 months	**$33,188**

3.6 Commercial Terms (applicable to Option A and B)

- **Taxes:** Prices exclude all taxes; WA State sales tax excluded per IRFP instruction.
- **Payment terms:** Net 30 days from date of invoice issuance.
- **Included customer support:** 70 hours per contract year.
- **Additional support:** USD $1,200 per day, subject to agreement.
- **Pricing validity:** Valid until 30 May 2026.

3.7 Assumptions

Pricing is based on the scope as described in the Technical Proposal section, including:

- Current network lengths as provided
- Delivery cadence and modelling frequency: one model delivery per contract year, including the Base Year and any exercised option years.
- Standard data inputs and validation processes.

Any material changes to scope, delivery frequency, or data requirements will be subject to mutual agreement and may require pricing adjustment.

Appendix A— Rezatec Pipeline Risk Data Requirements Sheet (2026)

This appendix summarises the datasets and minimum/desirable attributes required from the City to commence processing and deliver the Pipeline Risk outputs.

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Rezatec Data Requirements for Pipeline Risk Product

Customer Data Requirements

Data processing will only begin once all datasets required for processing have been provided unless otherwise agreed upon by both parties.

Metadata for any terms needing a definition, such as column and shorthand, translation to English, and direction on what data to use would avoid unnecessary delays to project processing.

Likelihood of Failure

Distribution Pipeline Network

GIS polyline format preferred of the most recent version of the relevant mains network. Please quote the total length of the network being provided.

Distribution pipeline is primarily the pipe type modelled, and data networks will be filtered for just this network type unless otherwise agreed. This will be the case unless the data provider clarifies that the transmission network is not significantly different and does not have a sufficient percentage of missing minimum attributes.

Data provided to Rezatec will be assumed to be active rather than retired pipe unless made explicitly clear by the data provider. This is so that only active pipe is modelled.

Minimum attributes:

- Material (with abbreviations defined)
- Diameter (with unit made clear, e.g., millimetre)
- Age (date of install or years old)
- Length (with unit made clear, e.g., metre)
- Pipeline type if applicable (a means to define distribution network).

Desirable attributes (if available):

- Observed condition
- Street
- Pipe lining date and liner material
- Pressure
- Depth
- Flow
- Pipeline network management areas (e.g. District Metered Area).

The data feasibility is essential to ensure the successful delivery of the distribution network.

Historic Incidents

Minimum three years' worth of data in a format that can be assigned to each pipe section (i.e. location co-ordinates or pipeline section identifier). For retrospective assessment, we use year 1 and year 2 to build the risk model. The results are then compared to year 3 to demonstrate the accuracy of predictions. Please quote the total number of incidents being provided.

Minimum attributes:

- Location of failure (GIS data or XY co-ordinates)
- Date of failure.

Desirable attributes (if available):

- Location of failure (which pipeline section)
- Asset number
- Infrastructure type (e.g., pipe, valve, junction, meter)
- Cause of failure (e.g., collapse, vegetation, blockage)
- Rate of leakage
- Length of leakage
- Remedial action taken.

If address-level data is the only available location attribute, Rezatec will need to perform a geocoding process which may impact results and timelines.

Incident data provided to Rezatec will be assumed to be a natural break suitable for modelling unless made explicitly clear by the data provider. Incidents caused by human activity should be identified so they can be excluded.

Transmission Pipeline Networks

If included, these parts of the network are usually modelled separately from the distribution network as the attributes and locations are usually very different to distribution.

Please ensure the networks are identified correctly as transmission or distribution. The data feasibility is essential to ensure we can deliver our insights for transmission networks.

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Consequence of Failure

Location Data

Areas of high risk to pipeline failure. Examples of these could be locations of:

GIS Point/Polyline/Polygon Format:

- Hospitals
- Schools
- Transport structures like railway stations or critical road links
- Critical business customers
- Water bodies
- Projected environmental areas
- High-pressure zones.

In summary, any locational data that you would like us to factor within the consequence of pipeline failure.

Please note: if you do not have COF areas outlined in your GIS, we can use our standard approach, which includes schools, Hospitals, airports etc to populate these zones for you.

Consequence Tiers

We also require a guide as to the importance between each kind of risk area relative to each other. We normally ask for tiered classifications of importance. An example of this can be as follows:

- Tier 1 – the least important but still to be considered as a high-risk area of interest (schools, shops)
- Tier 2 – More important levels of risk (key infrastructure – Roads, railway stations)
- Tier 3 – The most important (water bodies, hospitals).

There does not need to be exactly 3 tiers, it can be more or less, but you must be able to provide us with a differentiator between certain consequence variable impacts if you require this to be represented in the model.

Please note: if you have no differentiator between your chosen consequence variables, we can assume that all factors will have the same level of weighting within the model.

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Additional Data

The Rezatec platform can look to host additional data layers alongside the pipeline network results for use in co-prioritisation of planning and operations, or simply visual reference.

Similar GIS formatted data is typically required, or data can be attached at the pipe level if appropriate ID systems can be used to join records.

Examples of additional data include:

- Hydrant and Valve point locations
- Roads/streets (name, type and any further records like age and condition)
- Planning areas for past and future works

Appendix B — Washington State Business License (Proof of Authority to Do Business)

Included as evidence that Rezatec is licensed/registered to do business in Washington State (Spokane General Business – Non-Resident – Active).

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 14, 2025

Profit Corporation

Unified Business ID #: 604879861
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
REZATEC
REZATEC GLOBAL INC.

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: 604879861 001 0001

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

STATE OF WASHINGTON

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Expires: Mar 31, 2026

Director, Department of Revenue

Exception to Terms and Conditions

In Attachment 1 - Terms and Conditions under section 20.Insurance Coverage:

We are a SaaS company rather than a traditional engineering contracting firm. As our services are delivered remotely and do not require on-site work, we typically maintain general liability insurance rather than workers' compensation or auto coverage. We have previously provided proof of general liability insurance to the City of Spokane for past contracts and can provide the same documentation for future agreements.

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 13, 2026

Profit Corporation

Unified Business ID #: 604879861
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
REZATEC
REZATEC GLOBAL INC.

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John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604879861 001 0001

Expires: Mar 31, 2027

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue

Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/01/2026

Date Rec'd	4/23/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	SOURCEWELL
Contact Name/Phone	CLINT HARRIS 625-774	**Requisition #**	CR 28581
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	PURCHASE AND INSTALLATION OF A WINTER MATERIAL STORAGE BUILDING		

Agenda Wording

The Street Department is seeking approval for the purchase of a material storage building from Greystone Construction Company and the installation of the building by Greystone Construction Company at a cost of $141,825.00 (not including additional tariff costs at the time of shipping).

Summary (Background)

The Street Department is seeking to add additional storage space at the Street Departments Operations Complex for materials used during the winter months to maintain roads across the City. Storage at this location is more central withing the City and will benefit Street Maintenance crews to add materials at this site. The contractor, Greystone Construction Company, was selected from Sourcewell Contract #071223.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 141,825.00
Current Year Cost	**$** 141,825.00
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 141,825.00	**#** 1100-21800-94420-56301-23022
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

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

Distribution List

Nate Lamusga nlamusga@greystoneconstruction.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org
streetaccounting@spokanecity.org	

GREYCON-01 BHOFFMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2026

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	CONTACT NAME: Becka Hoffman	
Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	PHONE (A/C, No, Ext): (952) 653-1133	FAX (A/C, No):
	E-MAIL ADDRESS: bhoffman@christensengroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
INSURED	INSURER B : Travelers Property Casualty Co	36161
Greystone Construction Company 2995 Winners Circle Dr Shakopee, MN 55379	INSURER C : The Travelers Indemnity Co.	25658
	INSURER D : St Paul Surplus Lines Ins Co	30481
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	COA8964651	4/1/2026	4/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			810A8964208	4/1/2026	4/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUPA8986495	4/1/2026	4/1/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A		UBA9909819	4/1/2026	4/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution Liability			041N86575LB	4/1/2026	4/1/2027	Each Condition	5,000,000
D	Prof. Liability			041N86575LB	4/1/2026	4/1/2027	Each Act/Error	5,000,000

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

"THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED."

City of Spokane and its officers and employees are included as Additional Insureds under the General Liability on a Primary basis when required by written contract. 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium) Applies to the Certificate Holder as respects additional insureds. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability when required by written contract where permitted by law.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/5/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20978
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 FREIGHTLINER M2106 CHASSIS FOR WASTEWATER		

Agenda Wording

Fleet Services would like to purchase 1 2026 Freightliner M2106 chassis for the Wastewater Maintenance Department.

Summary (Background)

Wastewater's 2026 vehicle replacement plan includes the replacement of an older construction van chassis with a 2026 Freightliner M2106 chassis. The existing equipment and van body will be retained for reinstallation on the new unit. Purchase will be from Freightliner Northwest using Sourcewell Contract 032824-DAI. Total price including the body swap, upfit and sales tax will be $158,143.97.

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?

Lifecycle 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 CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 158,143.97
Current Year Cost	$ 158,143.97
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using a cooperative contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 158,143.97	# 4310-43387-94350-56404-10081
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor			

Distribution List	
RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

A proposal for
SPOKANE CITY OF

Prepared by
FREIGHTLINER NORTHWEST
Conrad Eubanks

Apr 13, 2026

Freightliner M2 106 Plus

Components shown may not reflect all spec'd options and are not to scale

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
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Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

TABLE OF CONTENTS

SPECIFICATION PROPOSAL 4
CONDENSED SPECIFICATION PROPOSAL 20

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30M	M2 PRL-30M (EFF:MY27 ORDERS)		
Data Version			
DRL-032	SPECPRO21 DATA RELEASE VER 032		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-227	2027 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 20.5 ft		
AF3-1V2	GENERAL TRUCK EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS		
80G-022	PTO MINIMUM RPM - 775		
80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

Prepared for:
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SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
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Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-998	NO MUFFLER/TAILPIPE SHIELD	-10	
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
120-998	NO COOLANT FILTER	-10	

Data Code	Description	Weight Front	Weight Rear
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-007	PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

Data Code	Description	Weight Front	Weight Rear
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-802	CUSTOMER INSTALLED CHELSEA 442 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-024	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
46E-001	STANDARD AIR MANAGEMENT UNIT		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
1AZ-998	NO TRAILER RECEPTACLE BRACKET		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-560	5600MM (220 INCH) WHEELBASE		
546-122	8.0MM X 89.0MM X 261MM STEEL FRAME (0.31X3.50X10.28 INCH) 140KSI	220	30
552-050	2175MM (86 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-20	100

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Data Code	Description	Weight Front	Weight Rear
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 154.92 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 151.92 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 345.05 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 119.62 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 122.3 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		

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215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-14F	BRIDGESTONE R213 ECOPIA 11R22.5 14 PLY RADIAL FRONT TIRES	6	
094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		76
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	-8	
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-16
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		

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Data Code	Description	Weight Front	Weight Rear
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-100	LED LOW BEAM AND HIGH BEAM HEADLIGHTS WITH INTEGRATED HEATED LENS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
055-017	PROFESSIONAL TRIM PACKAGE		
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
70K-016	CARBON WITH BASE BLACK ACCENT		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	

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Data Code	Description	Weight Front	Weight Rear
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		

	Data Code	Description	Weight Front	Weight Rear
	763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
	540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls				
*	4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
		$C1B0071ZZ,C1C0082ZZ,C1D0083ZZ,C1E0084ZZ		
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	732-998	NO INSTRUMENT PANEL-DRIVER		
	734-025	CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE		
	87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
	870-001	BLACK GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
	48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
	48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		

Prepared for:
Thea Prince
SPOKANE CITY OF
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SPOKANE, WA 99224
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Data Code	Description	Weight Front	Weight Rear
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
A87-998	NOT APPLICABLE - UNIT NOT SPEC'D WITH DETROIT ASSURANCE		
72J-998	NO DR ASSIST SYSTEM		
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
49B-006	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
749-998	NO CB RADIO MOUNTING PROVISION		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		

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810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-125	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO END OF FRAME, CAPPED		
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C4-005	HARDWIRE SWITCH #4,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		

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	Data Code	Description	Weight Front	Weight Rear
	298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
	87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance				
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options				
*	999-999	SOURCEWELL DEALER PROGRAM		
		CITY OF SPOKANE MEMBER # 33592		
Sales Programs				
	PMY-3G9	CY26 MY27 BUSINESS QUOTE SALES PROGRAM		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6184 lbs	3793 lbs	9977 lbs
Total Weight+	6184 lbs	3793 lbs	9977 lbs

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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C O N D E N S E D S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
002-004	SET BACK AXLE - TRUCK		
Engine			
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Engine Equipment			
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension			
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION		
Rear Axle and Equipment			
420-1N0	MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-614	6.14 REAR AXLE RATIO		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
Wheelbase & Frame			
545-560	5600MM (220 INCH) WHEELBASE		
546-122	8.0MM X 89.0MM X 261MM STEEL FRAME (0.31X3.50X10.28 INCH) 140KSI	220	30
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
Tires			

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SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
093-14F	BRIDGESTONE R213 ECOPIA 11R22.5 14 PLY RADIAL FRONT TIRES	6	
094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		76
Wheels			
502-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	-8	
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-16
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6184 lbs	3793 lbs	9977 lbs
Total Weight+	6184 lbs	3793 lbs	9977 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

WESTERN STAR NORTHWEST

FREIGHTLINER NORTHWEST

FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name: City Of Spokane
Address: 910 N Nelson St
City: Spokane State: WA Zip: 99202
Business Phone: (509) 625-7865 Cell Phone:

Order Date: 4 / 13 / 2026
Estimated Delivery Date: / / 2026
Sales Rep: Conrad Eubanks
Customer Email: rgiddings@spokanecity.org

Quantity Ordered	1
Base Price Per Unit	$ 99,505.00
Federal Excise Tax Per Unit	$
Subtotal Price Per Unit	$ 99,505.00
Additional Description	
Sourcewell Contract # 032824-DAI	
Sourcewell Customer Member # 33592	

Additional Items Per Unit *(Not included in base price)*

	$
L&M Body Install	$ 45,000.00
	$
	$
	$
	$
	$
Administration Fee	$ 200.00
Title/Transfer Fee Per Unit	$
Trip/Fuel Permit Per Unit	$
Subtotal:	$ 144,705.00
Sales Tax Rate: 9.300 %	$ 13,438.97
Less: Deposit	$ 0.00
Less: Cash Down Payment	$ 0.00
Less: Net Trade-in Allowed	$ 0.00
Unpaid Balance	$ 158,143.97
(DUE ON DELIVERY)	

Stock Number: TBD ☑ New ☐ Used
VIN Number: TBD
Year: 2026 Color: White
Make: Freightliner
Model: M2106
Tractor/Truck/Trailer: Truck

TRADE IN: CONDITION REPORT REQUIRED

Year Make Model
Body Type Color
VIN Number
Loan Balance Owed To
Address
City State Zip
Trade Allowance $
Balance Owing $
Equity $ 0.00

SALES LOCATION

- ☐ Mt. Vernon, WA (877) 848-0472
- ☐ Pacific, WA (800) 282-0699
- ☐ Olympia, WA (855) 245-4635
- ☐ Ridgefield, WA (360) 887-7562
- ☑ Spokane, WA (888) 744-0390
- ☐ Union Gap, WA (800)!378-9478
- ☐ Nampa, ID (208) 461-4751
- ☐ Hermiston, OR (800) 657-5408
- ☐ La Grande, OR (800) 843-1195
- ☐ Coburg, OR (541) 225-2030
- ☐ Redmond, OR (541) 548-7497
- ☐ Medford, OR (541) 779-4622
- ☐ Kapolei, HI (808) 682-4315
- ☐ Redding, CA (530) 241-4412

Signature X
Date X

VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Spokane Order Date 4 / 13 / 2026

Sales Rep Conrad Eubanks

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose,with regard to the products purchased; and that in no event shall GordonTruck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

PRICE INCREASES: Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

VEHICLE DELIVERY TERMS: Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

FEDERAL EXCISE TAX: (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
   a. Instructions are available for customer reference
4. Cashier's Check
   a. Must be from local banks only – out of state transactions are wire transfer/ACH only
   b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT(VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Spokane

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative X _____

Date _____ X _____

Gordon Truck Centers Inc.

Accepted This Date By:

X _____ , Sales Manager

Date _____

GORDON TRUCK CENTERS DEALER FAMILY

City of Spokane, Sourcewell Member # 33592

MY27 Freightliner M2106 Quote Details

Sourcewell Contract 032824-DAI

Freightliner M2106 Chassis Pricing:

Cab & Chassis Retail Price	$153,085.00
Sourcewell Discount	$(53,580.00)
Chassis Subtotal:	**$99,505.00**

Additional Items:

L&M Body Swap/Upfit	$45,000

Summary

Chassis Price	$99,505.00
Additional Items Total	$45,000
WA State Sales Tax 9.3%	$13,438.97
Admin Fee	$200.00
Total Sale Price	**$158,143.97**

L&M Truck Sales
SALES • RENTAL • SERVICE

4001 E Boone Ave. Spokane, WA 99202 (509) 535-4175

April 13, 2026

Freightliner Northwest
Conrad Eubanks
conrad.eubanks@freightlinernw.com
(253) 405-0493

City of Spokane Wastewater Department Freightliner M2106

Prep new chassis, cut frame rails to appropriate length. Install new PTO, model/part number 34-P-315REVB. Remove complete body and all wiring from existing chassis and install on new chassis. Inspect and replace any marker lights as needed. Remove Waltco lift gate and ladders from existing chassis, repair and repaint any components as needed, install on new chassis. Remove complete compressor system from existing chassis, including cooler, air tanks, air lines, hoses, wiring, and in-cab controls and install on new chassis. Remove complete generator system from existing chassis, including wiring, controls, and fuel plumbing, install on new chassis. Install new toolboxes on new chassis, dimensions to match all toolboxes on existing chassis. Remove front cone holders from existing chassis, paint and install on new chassis. Install Betts fully rotational LED lights on rear corners of body. Install Whelen L32L-AF 6” LED beacon light class 1, installed at rear corners of body and wired to dash switch inside cab.

Pre-build, mid-build, and post-build inspections to ensure customers’ needs and satisfaction are met.

Option Items:

Replacement Palfinger lift gate ILO of removing and installing existing lift gate

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GORDON TRUCK CENTERS, INC.

Business name: FREIGHTLINER NORTHWEST

Entity type: Profit Corporation

UBI #: 600-633-770

Business ID: 001

Location ID: 0006

Location: Active

Location address:
10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

Mailing address:
277 STEWART RD SW
PACIFIC WA 98047-2155

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
Miscellaneous Vehicle Dealer	06025		View Plates	Active	Jul-31-2026	Aug-19-2015
Motor Vehicle Dealer Subagency	00579		View Plates	Active	Jul-31-2026	Aug-19-2015
Spokane General Business - Non-Resident				Active	Jul-31-2026	Apr-28-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GORDON, LARRY J	
GORDON, SCOTT A	
GORDON, VIRGINIA A	

Registered Trade Names

Registered trade names	Status	First issued
FREEDOM TRUCK CENTERS	Active	Apr-17-2015
FREIGHTLINER NORTHWEST	Active	Nov-18-2016
GORDON TRUCK PARTS	Active	Feb-03-2023
PACIFIC TRUCK CENTERS	Active	Sep-22-2015
SELECTRUCKS OF SEATTLE	Active	Jan-26-2022
VALLEY FREIGHTLINER	Active	Sep-13-2016
WESTERN STAR NORTHWEST	Active	Dec-20-2016

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/7/2026 8:54:46 AM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	4/22/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6449-26
Contact Name/Phone	TRACE 625-6524	**Requisition #**	RN 310
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 AWARD FOR THE PURCHASE OF FEEDER AND GRATE PARTS		

Agenda Wording

Value blanket award to Kanadevia-Inova Matrix Services, LLC (Pascoag,RI) for the as-needed purchase of feeder and grate parts for the Waste to Energy Facility from 7/1/2026-6/30/2027 and a total cost not to exceed $1,000,000.00, including tax.

Summary (Background)

The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On April 4, 2026, bidding closed on ITB 6449-26 for the as needed purchase of these parts. Kanadevia-Inovia Matrix Services, LLC was the only respondent. The resulting value blanket award would be for one-year with the possibility of four (4) additional one-year renewals.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, 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	$ 1,000,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget and is only used as-needed.

Amount		Budget Account
Expense	$ 1,000,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

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

Bid Response Summary

Bid Number ITB 6449-26
Bid Title Feeder Grate Parts - As Needed Annual Requirement
Bid Base Currency USD
Due Date Monday, April 20, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Kanadevia-Inova Matrix Services LLC
Submitted By Linette Lloyd - Monday, April 13, 2026 11:43:10 AM [(UTC-08:00) Pacific Time (US & Canada)]
Linette.Lloyd@kanadevia-inova.com 865-777-7413
Comments

Question Responses

Group	Reference Number	Question	Response
ADDENDA			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. It began operating in 1991, and utilizes two Babcock and Wilcox refuse fired boiler units and operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid (ITB) to solicit Bids from Vendors who have a proven ability to provide spec'd Feeder Grate Parts as needed meeting the specifications of this bid, in regard to form, fit and function to enable non-altering installation , to enable COS WTEF to merely change changeout items as needed by performing a drop in replacements into existing Von Roll incinerator and grate operating system employed at the COS WTEF.	Understood and Agreed
	#2	Annual estimated expenditure is $550,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actuals placed, delivered, accepted.	Understood and Agreed
	#3	Awarded Vendor would be responsible for providing the COS WTEF with Feeder Grate Parts as needed during the life of the resulting Value Blanket Order to include any options or renewals.	Understood and Agreed
SUBMISSION OF BIDS			

	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Understood and Agreed
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	Understood and Agreed
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Understood and Agreed
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	Understood and Agreed
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	Understood and Agreed
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	Understood and Agreed
BIDDING ERRORS			

	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Understood and Agreed
REJECTION OF BIDS			
	#1	The City reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the City's best interest, and to accept or reject all or part of this Bid at prices shown.	Understood and Agreed
AWARD OF VALUE BLANKET ORDER			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	Understood and Agreed
PAYMENT TERMS			
	#1	Net 30 (unless otherwise agreed to). Payment shall be made via direct deposit/ACH (unless otherwise agreed to) after receipt of the goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Agreed
INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.	Understood and Agreed

TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I do not acknowledge and do not agree", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and agree
	#1.1	EXCEPTIONS: To Terms and Conditions, if you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
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)?	Yes
	#3	If so, were PCBs found at a measurable level?	Yes
	#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)?	Yes
	#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?	Yes
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Yes
BIDDER INFORMATION			

	#1	Please indicate the appropriate point of contact (including Name, Title, Phone Number, and Email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Linette Lloyd Spare Parts Manager 865-774-7413 linette.lloyd@kanadevia-inova.com
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here:	Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington: https://my.spokanecity.org/business/doing-business for additional resources. If the Bidder does not believe it is required to obtain a business registration, it may complete the Business License Exemption Request Form: https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf and submit to City Taxes & Licensing to request an exemption status determination.	Understood and Agreed
	#2	City of Spokane Business Registration Number	605961194
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. 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	Understood and Agreed
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Bidder (is ___, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Bidder (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids	Understood and Agreed
TERM OF VALUE OF BLANKET ORDER			
	#1	Any Value Blanket Order resulting from this ITB will be for an initial one-year base period, beginning approximately July 1, 2026, and terminates on June 30, 2027.	I acknowledge and agree
VALUE BLANKET ORDER RENEWAL OPTIONS OR EXTENSIONS			
	#1	Option renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The resulting value blanket may be extended for four (4) additional one-year periods with the total contract period not to exceed five (5) years.	I acknowledge and agree
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Vendor on this bid must be of the latest possible design and production.	Understood and Agreed
	#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	Understood and Agreed
	#3	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.	Understood and Agreed

	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	Understood and Agreed
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	Understood and Agreed
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. The City may choose from more than one vendor.	Understood and Agreed
	#7	As applicable Safety Data Sheets must be included with Bid. Upload Here:	
	#8	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Understood and Agreed
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and agree
	#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and agree
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and agree
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Mfg. base warranty
	#5	Federal and State laws governing this product and its final certification must be satisfied.	Understood and Agreed
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	Understood and Agreed
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	Understood and Agreed
	#8	If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and agree

	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regard to form, fit and function, to enable COS WTEF to merely change changeout existing items as needed by performing a drop in replacements into existing operating systems currently employed at WTEF.	Understood and Agreed
	#2.1	The City does not have any drawings to provide bidders.	Understood and Agreed
	#2.2	From the Documents Tab, Bidder must download the "Technical Sheet ITB 6449-26", complete and upload here. Should Bidder not complete form, bid will be considered non-responsive.	Technical Sheet- ITB 6449-26 (3 Pages).PFD (3).pdf
	#3	Any Feeder and Grate Parts delivered that do not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the Vendor.	I acknowledge and agree
	#4	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of Feeder and Grate Parts. Upload Letter.	2026 Renewal Letter (002) (1).pdf
	#5	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and agree
	#1.1	Vendor shall ensure deliveries to the WTEF are to be made from 7:30 a.m. to 2:30 p.m., Monday through Friday. (NOTE: DELIVERIES SHOULD BE RECEIVED BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; Vendors must provide order confirmations for each deliver requested providing estimated delivery date. All vendors will be held responsible to comply with the established receiving program. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	I acknowledge and agree
	#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and agree

	#3	We (I) will deliver complete _____ calendar days after receipt of order(s):	Based on Parts lead time
	#4	All packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein.	I acknowledge and agree
	#5	If you took exception to any of the above, explain in detail.	
DELIVERY DELAY			
	#1	The acceptance of late performance by the COS WTEF shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I acknowledge and agree
	#2	When items ordered are not delivered within the terms and time frame established by the resulting Value Blanket, COS WTEF may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I acknowledge and agree
PRICING			
	#1	Sales Tax: The City will apply applicable tax to Bidder’s response when tabulating bids. Vendor 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 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.	I acknowledge and agree
	#2	Annual Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.	I acknowledge and agree
	#2.1	Order History: From the Documents Tab, Bidders has reviewed order history from July 1, 2021 through January 5, 2026, that was used to derive annual estimated more or less order quantities.	I acknowledge and agree
	#3	I understand that the awarded Vendor will be responsible for all Transportation and Freight related charges, to ensure the delivery of any orders placed to the COS WTEF.	I acknowledge and agree

	#4	Pricing shall be firm throughout the initial one-year base period, July 1, 2026 through June 30, 2027, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support, throughout the life of the value blanket to include any renewal options.	I acknowledge and agree
	#4.1	Complete Pricing Tab. Pricing is not to include sales tax.	I acknowledge and agree
	#5	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and agree
	#5.1	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I acknowledge and agree
	#5.2	An approved price increase will become effective after the approval of the increase.	I acknowledge and agree
	#5.3	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and agree
	#5.4	Retroactive price increase adjustments will not be considered.	I acknowledge and agree
	#5.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and agree
	#6	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer’s level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and agree

	#7	ADDITIONAL GRATE FEEDER PARTS OR RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional Feeder Grate Parts or Related Items are needed that are not listed on Pricing Form the City reserves the right to contact the Vendor at the future point(s) in time to obtain Vendor's current pricing reflective of any markup or discount, for additional Grate Feeder Parts or Related Items not listed on Pricing Form; the City would reserve the right to purchase additional Feeder Grate Parts or Related Items from the Vendor via the Value Blanket Order, to ensure the City's needs are met.	I acknowledge and agree
	#8	If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	

Pricing Responses

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

Annual Quantities shown on “Pricing Tab” are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax										
	#1	1278 (01150ME164) Nut, Cap, 5/8"-11 304SS	Base	Each	4.00	$	USD	$5.79	$23.16	
	#2	1316 (01150ME161) Angle Mounting, 1" 309SS	Base	Each	1.00	$	USD	$155.13	$155.13	

	#3	1317 (01150ME160) Angle Mounting, 2" 309SS	Base	Each	6.00	$	USD	$189.90	$1,139.40	
	#4	1318 (01150ME163) Stud, Weld, Header Protection	Base	Each	20.00	$	USD	$8.49	$169.80	
	#5	1907 (01159ME050) Kit, Mounting, Grate Thermocouple	Base	Each	1.00	$	USD	$248.82	$248.82	
	#6	1003114 (01159ME600) Roller Assembly, Vivax	Base	Each	14.00	$	USD	$1,196.27	$16,747.78	
	#7	032C051 (01150ME148) Plate, Header Protection	Base	Each	7.00	$	USD	$318.21	$2,227.47	
	#8	032D307 (01159ME473) Holding Device, Roof Element (w/nubs)	Base	Each	74.00	$	USD	$105.50	$7,807.00	
	#9	032D403 (01159ME122) Roof Element Middle	Base	Each	77.00	$	USD	$239.45	$18,437.65	
	#10	032D405 (01159ME114) Roof Element LH Grate	Base	Each	78.00	$	USD	$182.90	$14,266.20	

	#11	032D406 (01159ME118) Roof Element RH Grate	Base	Each	60.00	$	USD	$182.90	$10,974.00	
	#12	32B0013 (01156ME146) Plate, Front Ram Feeder Middle Bottom	Base	Each	1.00	$	USD	$142.49	$142.49	
	#13	32B0014 (01156ME142) Plate, Front Ram Feeder Bottom	Base	Each	1.00	$	USD	$131.86	$131.86	
	#14	32B1545 (01156ME100) Plate, Discharge, Ram Feeder Drop-off	Base	Each	5.00	$	USD	$344.52	$1,722.60	
	#15	32B1560 Butting Ring, Grate Carriage Roller (Minimum Qty Per Order 6)	Base	Each	6.00	$	USD	$35.65	$213.90	
	#16	32B1561 (01159ME238) Spacer, Grate Carriage Roller	Base	Each	7.00	$	USD	$50.51	$353.57	
	#17	32B1562 (01159ME216) Wear Plate	Base	Each	1.00	$	USD	$181.22	$181.22	
	#18	32B1563 (01159ME461) Distance Plate 7.8"	Base	Each	1.00	$	USD	$1.69	$1.69	

#19	32B1600 Roller, Grate (Wheel Only)	Base	Each	5.00	$	USD	$673.90	$3,369.50	
#20	32B1658 (01159ME212) Plate, Wear, Grate Carriage Roller	Base	Each	8.00	$	USD	$136.90	$1,095.20	
#21	32B1659 (01159ME214) Plate, Wear, Grate Carriage Frame Rear	Base	Each	2.00	$	USD	$151.06	$302.12	
#22	32B1660 (01159ME458) Distance Plate 4.3"	Base	Each	1.00	$	USD	$3.28	$3.28	
#23	32B1661 (01159ME460) Distance Plate 4.9"	Base	Each	1.00	$	USD	$1.28	$1.28	
#24	32B1663 (01159ME462) Guard, Axel, Grate Cylinder Bolt (Keeper)	Base	Each	7.00	$	USD	$4.01	$28.07	
#25	32B1664 (01159ME422) Spacer	Base	Each	1.00	$	USD	$14.65	$14.65	
#26	32B1690 (01159ME246) Nut, Swivel, Tension Rod Long	Base	Each	162.00	$	USD	$34.24	$5,546.88	

	#27	32C0002 (01156ME102) Plate, Discharge, Ram Feeder Upper Drop-Off	Base	Each	2.00	$	USD	$344.82	$689.64	
	#28	32C0008 (01156ME122) Plate, Corner Cover	Base	Each	1.00	$	USD	$328.55	$328.55	
	#29	32C0009 (01156ME126) Plate, Corner Cover	Base	Each	1.00	$	USD	$328.55	$328.55	
	#30	32C0010 (01156ME136) Plate, Front Ram Feeder	Base	Each	3.00	$	USD	$157.38	$472.14	
	#31	32C0011 (01156ME132) Corner Piece, Ram Feeder Front	Base	Each	1.00	$	USD	$242.44	$242.44	
	#32	32C1670 (01156ME110) Roof Element, LH Ram Sidewall	Base	Each	2.00	$	USD	$242.44	$484.88	
	#33	32C1671 (01156ME108) Roof Element, Ram Sidewall	Base	Each	3.00	$	USD	$172.38	$517.14	
	#34	32C1674 (01156ME112) Roof Element, RH Ram Sidewall	Base	Each	3.00	$	USD	$242.44	$727.32	

	#35	32D0011 (01156ME270) Base Plate, middle Ram	Base	Each	1.00	$	USD	$1,297.31	$1,297.31
	#36	32D0054 (01159ME585) Thermocouple Block (w/out thermocouple)	Base	Each	1.00	$	USD	$410.45	$410.45
	#37	32D1587 (01159ME204) Carriage Machining, LH	Base	Each	1.00	$	USD	$5,331.38	$5,331.38
	#38	32D1594 (01159ME206) Carriage Machining, RH	Base	Each	1.00	$	USD	$5,331.38	$5,331.38
	#39	32D1637 (01159ME210) Wedge, Grate Carriage Roller	Base	Each	6.00	$	USD	$620.39	$3,722.34
	#40	32L0012 (01156ME276) Base Plate, LH Ram	Base	Each	1.00	$	USD	$3,136.79	$3,136.79
	#41	32L1726 (01159ME452) Shield LH Grate Cylinder Shaft (U,G.H.)	Base	Each	4.00	$	USD	$60.86	$243.44
	#42	32R0012 (01156ME280) Base Plate, RH Ram	Base	Each	1.00	$	USD	$3,136.79	$3,136.79

#43	32R1726 (01159ME454) Shield RH Grate Cylinder Shaft (U,G.H.)	Base	Each	4.00	$	USD	$60.86	$243.44	
#44	BC18192 (01159ME440) Block Holding Tube - Fixed Row	Base	Each	6.00	$	USD	$1,431.54	$8,589.24	
#45	BC18202 (01159ME450) Block Holding Tube - Movable Row	Base	Each	8.00	$	USD	$1,668.75	$13,350.00	
#46	BD16202 (01159ME426) Beam, Transverse	Base	Each	1.00	$	USD	$1,250.74	$1,250.74	
#47	LU18182 (01159ME337) Tension Rod, LH Universal w/Hex Jam Nut, 39.15"	Base	Each	167.00	$	USD	$197.73	$33,020.91	
#48	M032408 (01159ME105) Grate Block, Side, Universal	Base	Each	234.00	$	USD	$430.63	$100,767.42	
#49	M032409 (01159ME109) Press Plate, RH, Universal	Base	Each	110.00	$	USD	$504.03	$55,443.30	
#50	M032410 (01159ME107) Press Plate, LH, Universal	Base	Each	74.00	$	USD	$504.03	$37,298.22	

	#51	M032420 (01159ME103) Grate Block, Small (European Design)	Base	Each	1,331.00	$	USD	$259.46	$345,341.26	
	#52	RU18182 (01159ME353) Tension Rod, RH Universal w/Hex Jam Nut, 39.15"	Base	Each	162.00	$	USD	$197.73	$32,032.26	
	#53	V451737 Bearing, Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	Base	Each	4.00	$	USD	$68.05	$272.20	
	#54	V621753 (01159ME222) Jam Nut, Rod End M45x1.5	Base	Each	1.00	$	USD	$13.27	$13.27	
	#55	Ring Lamella, Grate Carriage Roller (3 per set)	Base	Each	11.00	$	USD	$68.05	$748.55	
Total Base Bid	$740,076.07									

THESE NEXT THREE (3) PAGES MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION

TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Feeder and Grate Parts required:

Bidder must acknowledge each Technical Specification as follows:

A. "To Be Supplied" Column"

Bidder would initial when the product offered is:

- ☐ The same as individual specification stated
- ☐ Is equal to in regard to form, fit and function, or better than the individual specification; **in addition**, the Bidder must state its exact capabilities if different from specification stated.

B. "Exceptions" Column"

- ☐ Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective bid iten number.)

MINIMUM SPECIFICATION CALLED FOR				To Be Supplied	Exceptions
Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description		
1	1278	01150ME164	Nut, Cap, 5/8"-11 304SS	LL	
2	1316	01150ME161	Angle Mounting, 1" 309SS	LL	
3	1317	01150ME160	Angle Mounting, 2" 309SS	LL	
4	1318	01150ME163	Stud, Weld, Header Protection	LL	
5	1907	01159ME050	Kit, Mounting, Grate Thermocouple	LL	
6	1003114	01159ME600	Roller Assembly, Vivax	LL	
7	032C051	01150ME148	Plate, Header Protection	LL	
8	032D307	01159ME473	Holding Device, Roof Element (w/nubs)	LL	
9	032D403	01159ME122	Roof Element Middle	LL	
10	032D405	01159ME114	Roof Element LH Grate	LL	
11	032D406	01159ME118	Roof Element RH Grate	LL	
12	32B0013	01156ME146	Plate, Front Ram Feeder Middle Bottom	LL	

Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description	To Be Supplied	Exceptions
13	32B0014	01156ME142	Plate, Front Ram Feeder Bottom	LL	

14 15	32B1545 32B1560	01156ME100	Plate, Discharge, Ram Feeder Drop-off Butting Ring, Grate Carriage Roller	LL	
16	32B1561	01159ME238	Spacer, Grate Carriage Roller	LL	
17	32B1562	01159ME216	Wear Plate	LL	
18	32B1563	01159ME461	Distance Plate 7.8"	LL	
19	32B1600		Roller, Grate (Wheel Only)	LL	
20	32B1658	01159ME212	Plate Wear, Grate Carriage Roller	LL	
21	32B1659	01159ME214	Plate Wear, Grate Carriage Frame Rear	LL	
22	32B1660	01159ME458	Distance Plate 4.3"	LL	
23	32B1661	01159ME460	Distance Plate 4.9"	LL	
24	32B1663	01159ME462	Guard, Axel, Grate Cylinder Bolt (Keeper)	LL	
25	32B1664	01159ME422	Spacer	LL	
26	32B1690	01159ME246	Nut, Swivel, Tension Rod Long	LL	
27	32C0002	01156ME102	Plate, Discharge, Ram Feeder Upper Drop-off	LL	
28	32C0008	01156ME122	Plate, Corner Cover	LL	
29	32C0009	01156ME126	Plate, Corner Cover	LL	
30	32C0010	01156ME136	Plate, Front Ram Feeder	LL	
31	32C0011	01156ME132	Corner Piece, Ram Feeder Front	LL	
32	32C1670	01156ME110	Roof Element, LH Ram Sidewall	LL	
33	32C1671	01156ME108	Roof Element, Ram Sidewall	LL	
34	32C1674	01156ME112	Roof Element, RH Ram Sidewall	LL	
35	32D0011	01156ME270	Base Plate, Middle Ram	LL	
36	32D0054	01159ME585	Thermocouple Block (w/out thermocouple)	LL	
37	32D1587	01159ME204	Carriage Machining, LH	LL	
38	32D1594	01159ME206	Carriage Machining, RH	LL	

Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description	To Be Supplied	Exceptions
39	32D1637	01159ME210	Wedge, Grate Carriage Roller	LL	
40	32L0012	01156ME276	Base Plate, LH Ram	LL	
41	32L1726	01159ME452	Shield LH Grate Cylinder Shaft (U,G.H.)	LL	
42	32R0012	01156ME280	Base Plate, RH Ram	LL	
43	32R1726	01159ME454	Shield RH Grate Cylinder Shaft (U,G.H.)	LL	
44	BC18192	01159ME440	Block Holding Tube - Fixed Row	LL	
45	BC18202	01159ME450	Block Holding Tube - Movable Row	LL	
46	BD16202	01159ME426	Beam, Transverse	LL	

47	LU18182	01159ME337	Tension Rod, LH Universal. W/Hex Jam Nut, 39.15"	LL	
48	M032408	01159ME105	Grate Block, Side, Universal	LL	
49	M032409	01159ME109	Press Plate, RH, Universal	LL	
50	M032410	01159ME107	Press Plate, LH, Universal	LL	
51	M032420	01159ME103	Grate Block, Small (European Design)	LL	
52	RU18182	01159ME353	Tension Rod, RH Universal. W/Hex Jam Nut, 39.15"	LL	
53	V451737		Bearing Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	LL	
54	V621753	01159ME222	Jam Nut, Rod End M45x1.5	LL	
55			Ring Lamella, Grate Carriage Roller (3 per set)	LL	

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Kanadevia Inova Matrix Services
59 Davis Dr.
Pascoag, RI 02859
www.kanadevia-inova.com

March 30, 2026

City of Tampa-McKay Bay Waste to Energy Facility
107 North 34th Street
Tampa, FL 33605

Attention: Erin Ellis
Procurement Analyst, Purchasing Department

Reference: City of Tampa- McKay Bay Waste to Energy Facility

Subject: Combustion Grate System R-10030 Provided by AE&E Von Roll, Hitachi Zosen Inova USA LLC, Kanadevia Inova U.S.A LLC, now Kanadevia Inova Matrix Services LLC

Dear Mr. Ellis,

As discussed, Hitachi Zosen Inova USA LLC, now Kanadevia Inova USA LLC has existed since 2011 and was formed when Hitachi Zosen Corporation, of Osaka, Japan purchased the Von Roll Inova company, assets and various technologies from Austrian Energy and Environmental. Four HZI R-10030 proprietary combustion grate systems were designed & fabricated for the Wheelabrator Environmental systems, McKay Bay in 1999-2000. KVI has Possession of and maintains rights to all combustion grate system related information and parts from Austin Energy and Environmental. This information includes all designs and drawings for your equipment, which are considered proprietary. KVI is the sole-source supplier of aftermarket items for your combustion grate system equipment.

Prices include standard freight to the plant in Tampa, FL. Any expedited freight will be billed as a passthrough cost. Any changes with tariffs may require a review of provided pricing.

On behalf of Kanadevia-Inova, I would like to thank you for your continued trust in our firm, and the rest of our team. We will continue to work hard to maintain your confidence, and we look forward to working with you in the coming years.

Sincerely,
Kanadevia Inova USA, LLC

Sebastian Nikolau Director
Regional Service Center

Linette Lloyd
Spare Parts Manager

CITY OF SPOKANE

NELSON CENTER PURCHASING

PHONE 509 625 6527

ITB 6449-26 Feeder Grate Parts - As Needed Annual Requirement

Annual Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Vendor will be responsible for all Transportation and Freight related charges, to ensure the delivery of any orders placed to the COS WTEF.

Pricing shall be firm throughout the initial one-year base period, July 1, 2026 through June 30, 2027, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support, throughout the life of the value blanket to include any renewal options.

					Kanadevia Inova Matrix Services LLC	
ADDITIONAL GRATE FEEDER PARTS OR RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional Feeder Grate Parts or Related Items are needed that are not listed on Pricing Form the City reserves the right to contact the Vendor at the future point(s) in time to obtain Vendor's current pricing reflective of any markup or discount, for additional Grate Feeder Parts or Related Items not listed on Pricing Form; the City would reserve the right to purchase additional Feeder Grate Parts or Related Items from the Vendor via the Value Blanket Order, to ensure the City's needs are met					**Acknowledge and Agree**	
Bid Item #	**Kanadevia Inova (Formerly Hitachi Zosen) Part Number**	**City of Spokane WTEF Part Number**	**Item**	**QTY**	Unit Price	Extended Price
1	1278	01150ME164	Nut, Cap, 5/8"-11 304SS	**4**	$5.79	$23.16
2	1316	01150ME161	Angle Mounting, 1" 309SS	**1**	$155.13	$155.13
3	1317	01150ME160	Angle Mounting, 2" 309SS	**6**	$189.90	$1,139.40
4	1318	01150ME163	Stud, Weld, Header Protection	**20**	$8.49	$169.80
5	1907	01159ME050	Kit, Mounting, Grate Thermocouple	**1**	$248.82	$248.82
6	1003114	01159ME600	Roller Assembly, Vivax	**14**	$1,196.27	$16,747.78
7	032C051	01150ME148	Plate, Header Protection	**7**	$318.21	$2,227.47
8	032D307	01159ME473	Holding Device, Roof Element (w/nubs)	**74**	$105.50	$7,807.00
9	032D403	01159ME122	Roof Element Middle	**77**	$239.45	$18,437.65
10	032D405	01159ME114	Roof Element LH Grate	**78**	$182.90	$14,266.20
11	032D406	01159ME118	Roof Element RH Grate	**60**	$182.90	$10,974.00
12	32B0013	01156ME146	Plate, Front Ram Feeder Middle Bottom	**1**	$142.49	$142.49
13	32B0014	01156ME142	Plate, Front Ram Feeder Bottom	**1**	$131.86	$131.86
14	32B1545	01156ME100	Plate, Discharge, Ram Feeder Drop-off	**5**	$344.52	$1,722.60
15	32B1560		Butting Ring, Grate Carriage Roller	**6**	$35.65	$213.90
16	32B1561	01159ME238	Spacer, Grate Carriage Roller	**7**	$50.51	$353.57
17	32B1562	01159ME216	Wear Plate	**1**	$181.22	$181.22
18	32B1563	01159ME461	Distance Plate 7.8"	**1**	$1.69	$1.69
19	32B1600		Roller, Grate (Wheel Only)	**5**	$673.90	$3,369.50

20	32B1658	01159ME212	Plate Wear, Grate Carriage Roller	**8**	$136.90	$1,095.20
21	32B1659	01159ME214	Plate Wear, Grate Carriage Frame Rear	**2**	$151.06	$302.12
22	32B1660	01159ME458	Distance Plate 4.3"	**1**	$3.28	$3.28
23	32B1661	01159ME460	Distance Plate 4.9"	**1**	$1.28	$1.28
24	32B1663	01159ME462	Guard, Axel, Grate Cylinder Bolt (Keeper)	**7**	$4.01	$28.07
25	32B1664	01159ME422	Spacer	**1**	$14.65	$14.65
26	32B1690	01159ME246	Nut, Swivel, Tension Rod Long	**162**	$34.24	$5,546.88
27	32C0002	01156ME102	Plate, Discharge, Ram Feeder Upper drop-off	**2**	$344.82	$689.64
28	32C0008	01156ME122	Plate, Corner Cover	**1**	$328.55	$328.55
29	32C0009	01156ME126	Plate, Corner Cover	**1**	$328.55	$328.55
30	32C0010	01156ME136	Plate, Front Ram Feeder	**3**	$157.38	$472.14
31	32C0011	01156ME132	Corner Piece, Ram Feeder Front	**1**	$242.44	$242.44
32	32C1670	01156ME110	Roof Element, LH Ram Sidewall	**2**	$242.44	$484.88
33	32C1671	01156ME108	Roof Element, Ram Sidewall	**3**	$172.38	$517.14
34	32C1674	01156ME112	Roof Element, RH Ram Sidewall	**3**	$242.44	$727.32
35	32D0011	01156ME270	Base Plate, Middle Ram	**1**	$1,297.31	$1,297.31
36	32D0054	01159ME585	Thermocouple Block (w/out thermocouple)	**1**	$410.45	$410.45
37	32D1587	01159ME204	Carriage Machining, LH	**1**	$5,331.38	$5,331.38
38	32D1594	01159ME206	Carriage Machining, RH	**1**	$5,331.38	$5,331.38
39	32D1637	01159ME210	Wedge, Grate Carriage Roller	**6**	$620.39	$3,722.34
40	32L0012	01156ME276	Base Plate, LH Ram	**1**	$3,136.79	$3,136.79
41	32L1726	01159ME452	Shield LH Grate Cylinder Shaft (U,G.H.)	**4**	$60.86	$243.44
42	32R0012	01156ME280	Base Plate, RH Ram	**1**	$3,136.79	$3,136.79
43	32R1726	01159ME454	Shield RH Grate Cylinder Shaft (U,G.H.)	**4**	$60.86	$243.44
44	BC18192	01159ME440	Block Holding Tube - Fixed Row	**6**	$1,431.54	$8,589.24
45	BC18202	01159ME450	Block Holding Tube - Movable Row	**8**	$1,668.75	$13,350.00
46	BD16202	01159ME426	Beam, Transverse	**1**	$1,250.74	$1,250.74
47	LU18182	01159ME337	Tension Rod, LH Universal. W/Hex Jam Nut, 39.15"	**167**	$197.73	$33,020.91
48	M032408	01159ME105	Grate Block, Side, Universal	**234**	$430.63	$100,767.42
49	M032409	01159ME109	Press Plate, RH, Universal	**110**	$504.03	$55,443.30
50	M032410	01159ME107	Press Plate, LH, Universal	**74**	$504.03	$37,298.22
51	M032420	01159ME103	Grate Block, Small (European Design)	**1331**	$259.46	$345,341.26
52	RU18182	01159ME353	Tension Rod, RH Universal. W/Hex Jam Nut, 39.15"	**162**	$197.73	$32,032.26
53	V451737		Bearing Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	**4**	$68.05	$272.20
54	V621753	01159ME222	Jam Nut, Rod End M45x1.5	**1**	$13.27	$13.27
55			Ring Lamella, Grate Carriage Roller (3 per set)	**11**	$68.05	$748.55

Subtotal	**$740,076.07**
Tax 9.1%	**$67,346.92**
Total	**$807,422.99**

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KANADEVIA INOVA MATRIX SERVICES LLC

Business name: KANADEVIA INOVA MATRIX SERVICES LLC

Entity type: Limited Liability Company

UBI #: 605-961-194

Business ID: 001

Location ID: 0001

Location: Active

Location address: 59 DAVIS DR
PASCOAG RI 02859-3507

Mailing address: 59 DAVIS DR
PASCOAG RI 02859-3507

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 - Non-Resident				Active	Nov-30-2026	Nov-25-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KANADEVIA INOVA USA HOLDING INC	OWNER

The Business Lookup information is updated nightly. Search date and time: 4/15/2026 8:55:12 AM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/01/2026

Date Rec'd	5/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	6510-26
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR CONCRETE MIX		

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of concrete mix as needed over a 5-year period. The 5-year expenditure would not exceed $350,000 (including tax).

Summary (Background)

This Value Blanket, awarded via bid (RFQ 6510-26) to AAA Concrete, Inc. as the only bidder, will be for a 5-year period (6/29/26-6/28/2031). This Value Blanket will allow for the purchase of concrete material used to facilitate maintenance and repair of roadways, curbs, and bridges.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 350,000
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 350,000	**#** 1100-21700-42300-53210-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

Brian Britt brianbritt@aaaconcrete.us	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	rrinderle@spokanecity.org

Bid Response Summary

Bid Number RFQ 6510-26
Bid Title Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period
Bid Base Currency USD
Due Date Tuesday, April 28, 2026 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company AAA Concrete
Submitted By Brian Britt - Wednesday, April 15, 2026 7:56:28 AM [(UTC-08:00) Pacific Time (US & Canada)]
brianbritt@aaaconcrete.us
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Street Department, is initiating this request for quotes to solicit Bids from Vendors who have a proven ability to provide a variety of concrete mix designs to include providing delivery to various job sites, as needed over a five-year period with annual pricing adjustments on the anniversary of the award with justification.	Acknowledged and Agreed
	#2	It is anticipated that multiple awards would be made, to provide the Street Department the flexibility to purchase various concrete mix designs that meets its needs contingent upon varying job sites.	Acknowledged and Agreed
	#3	The combined-total estimated five-year expenditure is $350,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered and accepted.	Acknowledged and Agreed
BID SUBMISSION			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Acknowledged and Understood
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 AM Pacific Local Time, on the bid due date.	Acknowledged and Understood
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Acknowledged and Understood
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify the contact person in writing. Any corrections issued by the Purchaser will be incorporated into the resulting Value Blanket(s).	Acknowledged and Agreed
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal bid prior to the scheduled bid due date. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the bid due date.	Acknowledged and Agreed
EVALUATIONS OF BIDS			

	#1	Evaluation of Bids shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items bid, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract.	Acknowledged and Agreed
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its Bid.	Acknowledged and Agreed
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Acknowledged and Agreed
BIDDER PREQUALIFICATION			
	#1	Prior to award of Value Blanket(s), Bidder(s) shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	Acknowledged and Agreed
AWARD OF VALUE BLANKET ORDER(S)			
	#1	Award of Value Blanket(s), when made, will be to the Bidder(s) whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	Acknowledged and Understood
MULTIPLE AWARDS			
	#1	More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s).	Acknowledged and Agreed
	#2	The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to for delivery to job site(s).	Acknowledged and Agreed
PAYMENT TERMS			
	#1	Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the accepted goods. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
INVOICING			

	#1	Invoices must be submitted to within 30 days of any delivery. • All Invoices shall include Value Blanket Number, Item Types Delivered, Unit Pricing per resulting Value Blanket. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of delivered items, and compliance with Value Blanket. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to applicable department: Street Department: erasc@spokanecity.org.	I agree and I acknowledge
TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.2	EXCEPTION: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	If so were PCBs found at a measurable level?	Don't Know
	#5	If so attach the results or note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Brian Britt brianbritt@aaaconcrete.us 509-407-7563
ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation

BUSINESS REGISTRATION:			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Acknowledged and Understood
	#2	City of Spokane Business Registration Number:	604237424
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. 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	Acknowledged and Understood
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (IS) (IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide a minimum of sixty (60) calendar days for acceptance by the City from the bid due date.	I agree and I acknowledge
TERM OF VALUE BLANKET ORDER(S)			

	#1	Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning June 29, 2026 and terminating on June 28, 2031. The Vendor's prices shall be firm throughout the first 12-months, 6/29/2026 through 6/28/2027, with annual pricing adjustments on the anniversary of the award (implied June 29, 20xx) with justification and concurred with by the City.	I agree and I acknowledge
DISCOUNT PERCENTAGES			
	#1	Discount percentages offered will remain unchanged throughout the life of the contract.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	Acknowledged and Understood
	#2	The City of Spokane reserves the right to accept or reject any variance from the published requirements and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City. City may choose from more than one vendor.	Acknowledged and Understood
	#3	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	Acknowledged and Understood
	#4	The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	Acknowledged and Understood
	#5	Any contract awarded shall not be exclusive to the winning bidder. The City reserves the right to purchase items from another Supplier if doing so is advantageous to the City.	Acknowledged and Understood
	#6	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Acknowledged and Understood
SPECIAL INSTRUCTIONS			
	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged and Understood
	#2	Successful bidder shall furnish standard warranty, State Warranty Here:	N/A
	#3	Federal and State laws governing this product and its final certification must be satisfied.	Acknowledged and Understood
	#4	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	Acknowledged and Understood
	#5	As applicable, Safety Data Sheets must be included with Bid Proposal. Upload Here.	
TECHNICAL REQUIREMENTS			
	#1	The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.	Acknowledged and Understood
	#2	Bidder shall list on Attachment A, Pricing Pages RFQ 6510-26, the variety of concrete mix designs it is able supply. Pricing page is located in the "Documents" tab.	Acknowledged and Understood
	#2.1	Bidder shall upload specifications for "each" variety of concrete mix design that is had listed on pricing page. Upload all specifications for each variety of concrete mix design here, or the City may deem you non-responsive.	City of Spokane Submittal -combined.pdf
	#3	In addition to the specifications Bidder has uploaded, the awarded Supplier must be able to meet below specifications:	I agree and I acknowledge
	#3.1	Coarse aggregate shall conform to Section 9-03.1(4) Coarse Aggregate for Concrete, of Washington State Department of Transportation, Standard Specifications for Road, Bridge, and Municipal Construction, Division 9 Materials.	I agree and I acknowledge
	#3.2	The nominal maximum aggregate shall be no less than 3/4-inch and no more than 1-1/2 inches.	I agree and I acknowledge
	#3.3	Commercial concrete placed above ground shall be air entrained and have an air content from 4.5 to 7.5	I agree and I acknowledge

	#3.4	Non-vibrated commercial concrete shall have a maximum slump of 7-inches.	I agree and I acknowledge
	#3.5	Commercial concrete shall have a minimum 28-day compressive strength of 3,000 PSI.	I agree and I acknowledge
	#3.6	If you took exception to #3.1 through #3.5 above, explain in detail.	NA
	#4	VENDOR'S FACILITIES: Enter the following information for all yard/stockpile locations for items included on this bid: Location Name, Street Address, Normal Operating Hours, Business Phone Number, After Hours Phone Number:	AAA Concrete 110 N Hayford Rd Spokane WA 99224 5am-5pm 509-315-1105
	#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload letter here.	City of Spokane Submittal Form 2026.pdf
	#6	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	AAA Concrete Inc 110 N Hayford Rd Spokane WA 99224
	#7	If you took exception to #1 through 6 above, explain in detail.	NA
DELIVERY DEFAULT			
	#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I don’t agree and I don’t acknowledge
	#2	Purchaser may procure from another source and Vendor will be required to pay any differences in cost.	I don’t agree and I don’t acknowledge
DELIVERIES			
	#1	Vendor must/shall deliver to specific job sites as needed. FOB Delivery Point: Job Site.	Acknowledged and Understood
	#1.1	Job Site will be provided to Supplier each time an order is placed.	Acknowledged and Understood
	#2	State lead time in Business Days for delivery at “Job Site”, upon receipt of order. Enter number of Business Days here:	2
	#2.1	Time is of the essence in the performance of this contract after a delivery schedule is established.	Acknowledged and Understood
ADDENDA			
	#1	Indicated how many Addenda bidder acknowledges receipt of.	2
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged and Understood
	#1.1	Bidder acknowledges it would apply applicable sales tax when invoicing.	Acknowledged and Understood
	#1.2	UNIT PRICE: Should not include tax.	Acknowledged and Understood
	#2	All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites.	Acknowledged and Understood
	#3	PRICING - FIRM PRICE: Pricing submitted shall be firm throughout the first year of the contract period, 6/29/2026 through 6/28/2027, during this period no increase in contract prices shall be allowed.	Acknowledged and Understood

	#4	PRICE INCREASES: Can be requested on the anniversary date of the contract (implied June 29, 20xx). Any proposed price increases must be fully-documented and justified by the Vendor. Adjustments to pricing shall be the result of increases at the manufacturer's level, and shall not produce a higher profit margin than that on the original Value Blanket, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City. The City of Spokane reserves the right to cancel the Value Blanket if the escalation of price is not advantageous to the City. Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause. Retroactive price increase adjustments will not be considered.	Acknowledged and Understood
	#5	PRICE DECREASES. During the term of the Value Blanket, should the Vendor realize any or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Value Blanket to provide similar pricing to the City. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	Acknowledged and Understood
	#6	ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the awarded Vendor(s) to purchase additional concrete mix designs and related items from the Vendor(s), via the Value Blanket Order, at the Vendor’s current pricing at the future point(s) in time, to ensure the City's needs are met.	I agree and I acknowledge
	#7	Bidder must download and complete Attachment A, Pricing Pages RFQ 6510-26, that is located in the "Documents" tab. Upload Here.	City Of Spokne Mix design sheet.pdf
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	City of Spokane Various Mix Designs.pdf
	#2	If you have additional information/documents to submit, upload them here.	City of Spokane Submittal 260114A 2026.pdf
	#3	If you have additional information/documents to submit, upload them here.	City of Spokane Submittal 265114A 2026.pdf
	#4	If you have additional information/documents to submit, upload them here.	City of Spokane Submittal 360114A 2026.pdf
	#5	If you have additional information/documents to submit, upload them here.	City of Spokane Submittal 365114A 2026.pdf
	#6	If you have additional information/documents to submit, upload them here.	City of Spokane Submittal Form 2026.pdf
	#7	If you have additional information/documents to submit, upload them here.	

These Next Five (5) Pages Must be Completed and Uploaded Into ProcureWare via the Response Tab Pertaining to "Pricing Section" Question #7

RFQ 6510-25
Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period

PRICING PAGE
RFQ 6510-26, Various Concrete Mix Designs, As Needed - Delivered To Job Sites As Needed Over 5-Year Period
Any Value Blanket(s) resulting from this ITB will be for a five -year period, beginning June 29, 2026 and terminating on June 28, 2031. The Vendor's prices shall be firm throughout the first 12-months, 6/29/2026 to 6/28/2027, with annual pricing adjustments on the anniversary of the award (implied June 29, 20xx) with justification and concurred with by the City.
MULTIPLE AWARDS: More than one Valve Blanket may be awarded. Award of Value Blanket(s), when and if made, will be to the Bidder(s) whose Bid(s) are most favorable to the City. Value Blanket(s) are optional (non-exclusive) use. The City Council shall make the award of Value Blanket(s).
The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to for delivery to job site(s).
Estimated five-year expenditure is $350,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered and accepted
ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, to include any renewals, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the Vendor to purchase additional concrete mix designs and related items from the Vendor, via the Value Blanket Order, at the Vendor's current pricing at the future point(s) in time, to ensure the City's needs are met.
All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites.

June 29, 2026 Through June 28, 2027

The Vendor's prices shall be firm throughout the first 12-months, 8/19/2026 to 8/18/2027, with annual pricing adjustments on the anniversary of the award (implied 8/19/20xx) with justification and concurred with by the City.

All prices quoted shall be, ALL-INCLUSIVE, F.O.B. Destination to Job Sites.

ADDITIONAL CONCRETE MIX DESIGNS AND RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional concrete mix designs and related items are needed that are not listed on Pricing Form, the City reserves the right to contact the Vendor to purchase additional concrete mix designs and related items from the Vendor, via the Value Blanket Order, at the Vendor's current pricing at the future point(s) in time, to ensure the City's needs are met.

Bidder shall list all the variety of concrete mix designs it is able supply	Concrete Mix Design	Unit Price Per Cubic Yard **Inclusive Of Delivery To Job Sites**	Is there is a minimum load quantity for delivery. Specify what the minimum load is:	If less than a minimum load is ordered for delivery, is there a fee? If so, what is the that:	**Enter Yes, Stating applicable Mix Design Specifications Were Uploaded**
Enter Concrete Mix Design Here:	260114A 6SK Ext with H_2O Reducer	$165.00	5 Cubic Yards	$200.00	

Enter Concrete Mix Design Here:	265114A 6.5 SK Exterior with H_2O Reducer	$ 170.00	5 cubic Yards	$ 200.00	
Enter Concrete Mix Design Here:	360114A Class 3000 6 SK Exterior	$ 165.00	5 cubic Yards	$ 200.00	

Enter Concrete Mix Design Here:	365114A Class 4000 6.5 sk Exterior	$170.00	5 Cubic Yards	$200.00	
Enter Concrete Mix Design Here:					

Enter Concrete Mix Design Here:					

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

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

Name of Bidder: Brian Britt AAA Concrete Inc.

Signature of Bidder's Authorized Representative

Sales
Title

110 N Hayford Rd
Address Spokane WA 99224

509-407-7563
Phone

**** PRICE QUOTE ****

AAA Concrete, Inc.
A Division of Central Washington Asphalt, Inc.
110 N. Hayford Rd., Spokane, WA 99224
www.aaaconcrete.us

Office: 509.315.2179
Dispatch: 509.315.1105

Payments by Mail:
PO Box 908
Spokane WA, 99210

General Manager: Joe Hoffman 509-407-7817
Sales / QC Brian Britt 509-407-7563

Payments by Phone:
509.244.2800

Price Quote For: City of Spokane
Project ID: Various Concrete Mix Designs, As Needed
Location:
Date Quoted: 4/15/2026
Plant: Hayford
Job Types: Residential/ Commercial

Point of Contact:
POC e-mail, phone

Quote Expires: 2026 *or executed PO*
Approved By: *Joe Hoffman*
Signature: *JHH*

Product		Pricing		
Concrete, Ready Mixed Use, Strength, Max Water/Cement, Air (+/- 1.5%) per Specs.		Contractor Pricing		
Class 4000	365114A - 6.5SK Exterior	Cubic Yard	$	170.00
Class 4000	256114A - 6.5SK Exterior With Water Reducer	Cubic Yard	$	170.00
Class3000	360114A - 6.0SK Exterior	Cubic Yard	$	165.00
Class 3000	260114A - 6.0Sk Exterior With Water Reducer	Cubic Yard	$	165.00
	All mixes, without air, can be used for interior work.			

Admixtures and other Available Items

Brand	Item	Cost		Units
BASF	Plasticizer, "Super P" High Range Water Reducer	$	7.00	per cu. yd.
BASF	Non-Chloride Setting Accelerator (non corrosive)	$	2.50	per .25%
BASF	Hi Early, HE122 Calcium Chloride Setting Accelerator	$	1.75	per .25%
BASF	Micro Fibers, M100, dose .5 lb/cy	$	5.00	per cu. yd.
BASF	Fibrillated Microfiber, F70 or F100, dose 1.5 lb/cy	$	5.00	per cu. yd.
BASF	MasterFiber, MAC 360 FF, dose 3 lb/cy	$	20.00	per cu. yd.
BASF	MasterMatrix VMA 358 - aka "Snot" *(rec. 1/4" dose per hopper)*	$	50.00	per gal
Euclid	Surface Set Retarder for Exposed Aggregate	$	150.00	5 gal pail
Dayton	Top Cast 03, Light-Violet Acid Etch, Top Surface Retarder	$	225.00	5 gal pail
BASF	Masterset DELVO, Set Delay	$	0.40	per oz.
BASF	MasterColor Liquid Admix, makes colors off any chart	$	3.00	lb
Euclid	Diamond Clear Sealer	$	175.00	5 gal pail
Euclid	Super Diamond Clear Sealer	$	225.00	5 gal pail
Euclid	Eucobar Evaporation Retardant (9:1 water ratio)	$	55.00	1 gallon
XYPEX	Waterproofing, C-500	$	50.00	per treated cu. yd.
WR Meadows	Mastic, sold in 100' bundles	$	45.00	100' bundle
BASF	Masterlife 300L Waterproofing	$	35.00	per treated cu. yd.

Gravel, Sand, Eco-Blocks

Item	$		units
Gravel, Crushed Rock, Sand Available, Picked up or Delivered			*Call for Quote*
Eco-Blocks	$	90.00	per block

Fees

Item	Cost		Units
Off-Hour Opening Fee (before 5am or after 5pm)	TBD		flat fee
Winter Fee, Hot Water (Nov 1 - March 31)	$	6.00	per cu. yd.
Batched Color Load Mixer Washout	$	50.00	per load
Third Party Color Added On Project Site, Mixer Washout	$	125.00	per load
If No Mixer Washout Available On Project Site Fee	$	125.00	per load
Local Market Short Load Fee (loads under 5 cu.yd.)	$	200.00	per load
Long Haul Short Load Flat Fee Scale (for loads under 8 cu. yd.)	$500 2-3yds,		$250 4-5.75yds, $150 6yds and under
Distance Fees will be added for long hauls*Please see pricing below*			
Disposable Washout Berm- 50gal capacity	$	90.00	per berm
Extended Time charged (first 10 min/cu. yd. free)	$	3.00	min
Mixer Truck/Driver Time, when applicable	$	170.00	hour
*** *Prevailing Wage Mixer Delivery Projects (additional charge)*	$	10.00	per hour
Dump Truck (12 cy, ~15 Ton Loads), with driver	$	170.00	hour
Dump Truck with Pup (25 cy, ~32 Ton Loads), with driver	$	175.00	hour
Super Dump Truck (18 cy, ~22 Ton loads)	$	175.00	hour
*** *Prevailing Wage Dump Delivery Projects (additional charge)*	$	15.00	hour
Fuel Surcharge	$	19.50	per load

Notes

**Zone Fees per cu. yd.-Zone 1 (30 to 35 miles $10.00), Zone 2 (35.1 to 40 miles $20.00), Zone 3 (40.1 to 45 miles $30.00), Zone 4 (45.1 to 50 miles $40.00)
Over 50 miles $50.00 per cu. yd.**

1. No charges/fees will be added for Environmental or Administratives. Fuel surcharges may be added aligned with diesel price fluctuations.
   Credit Card transactions incur a 3% processing fee.
2. This quotation is specific, applies only to the contractor and/or the project referenced above and is subject to change.
3. Quotes for delivered loads are F.O.B. job site over suitable roads. AAA Concrete retains the right to stop delivery if access roads are not deemed safe for our equipment and employees at the discretion of the senior AAA Concrete employee on site. For deliveries that go beyond municipality easements and roads, the contrator/customer will assume all responsibilities for any damage.
4. No orders will be batched in volumes less than 2 cu. yd. - Customer must purchase and we will mix no less than 2 cy to ensure product quality/consistency.
5. Pricing subject to collection of appropriate sales taxes unless exempted with a WA State Reseller's Permit on file with AAA Concrete at time of sale.

Washington State Department of Transportation

Concrete Mix Design

Contractor	Submitted By	Date
City of Spokane	Joe Hoffman	04/14/2026
Concrete Supplier	**Plant Location**	
AAA Concrete, Inc.	Spokane, WA	
Contract Number	**Contract Name**	
	Various mix designs over 5 yr period	

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: Other - Define in Remarks

Remarks
6.0sk
Exterior
w/reducer

Mix Design No. 260114A **Plant No.** 13-Spokane

Cementitious Materials	Source	Plant	Type, Class or Grade	Sp. Gr.	Lbs/cy
Cement	Lafarge	Exshaw	Type 1-L	3.15	564
Fly Ash [a]			☐ F ☐ C **Alkali %** _____		
GGBFS (Slag) [a]			☐ 100 ☐ 120		

Concrete Admixtures	Manufacturer	Product	Est. Range (oz/cy)
Air Entrainment	MasterBuilders	MB AE90	4.5-7.5
Water-Reducing Type A	MasterBuilders	Polyheed 980	10-25

Water (Maximum) 265 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.470

Mix Design Density (pcf) 142.66

Design Performance (Attach Test Data)

Average 28-day compressive strength (psi) 3500

Average 14-day flexural strength (psi) (Concrete Pavement Only)

Concrete Chloride Ion Content (% by mass of cement) ☐ Water Soluble ☐ Acid Soluble

Agency Use Only (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

Mix Design No. 260114A **Plant No.** 13-Spokane

Aggregate Gradation ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

Aggregates	1	2	3	4	5	Total
WSDOT Source No. [b]	ID-14	ID-14	ID-14	ID-14		
Source Expiration Date [b]	5/15/28	5/15/28	5/15/28	5/15/28		
ASR Expansion (%) b ☐ 14 Day ☑ 1 Year	0.03	0.03	0.03	0.03		
Is ASR Mitigation Required?	No	No	No	No		
Stock Pile Grading [c]						
Percent of Total Aggregate	46.5	11.6	25.4	16.5		100
Specific Gravity (SSD)	2.666	2.651	2.631	2.600		
Lbs/cy (ssd)	1418	422	958	410		3208
Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.	**Percent Passing**					**Total**
2 inch						0.00
1-1/2 inch						0.00
1 inch	100.00	100.00	100.00	100.00		100.00
3/4 inch	93.60	100.00	100.00	100.00		97.17
1/2 inch	45.30	100.00	100.00	100.00		75.82
3/8 inch	17.90	100.00	100.00	100.00		63.71
No. 4	1.00	10.40	100.00	100.00		44.45
No. 8	0.90	0.70	99.80	99.80		43.05
No. 16	0.80	0.70	96.60	96.60		41.64
No. 30	0.80	0.50	78.60	78.60		33.94
No. 50	0.70	0.50	35.50	35.40		15.50
No. 100	0.70	0.40	2.90	6.21		2.02
No. 200	0.60	0.40	1.50	7.21		1.69

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

Notes:

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

Washington State Department of Transportation

Concrete Mix Design

Contractor	Submitted By	Date
City of Spokane	Joe Hoffman	04/14/2026
Concrete Supplier	**Plant Location**	
AAA Concrete, Inc.	Spokane, WA	
Contract Number	**Contract Name**	
	Various mix designs over 5 yr period	

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 4000

Remarks
6.5sk
Exterior
w/reducer

Mix Design No. 265114A **Plant No.** 13-Spokane

Cementitious Materials	Source	Plant	Type, Class or Grade	Sp. Gr.	Lbs/cy
Cement	Lafarge	Exshaw	Type 1-L	3.15	611
Fly Ash [a]			☐ F ☐ C **Alkali %** _____		
GGBFS (Slag) [a]			☐ 100 ☐ 120		

Concrete Admixtures	Manufacturer	Product	Est. Range (oz/cy)
Air Entrainment	MasterBuilders	MB AE90	4.5-7.5
Water-Reducing Type A	MasterBuilders	Polyheed 980	10-25

Water (Maximum) 275 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.4501

Mix Design Density (pcf) 142.33

Design Performance (Attach Test Data)

Average 28-day compressive strength (psi) 4000

Average 14-day flexural strength (psi) (Concrete Pavement Only)

Concrete Chloride Ion Content (% by mass of cement) ☐ Water Soluble ☐ Acid Soluble

Agency Use Only (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

Mix Design No. 265114A **Plant No.** 13-Spokane

Aggregate Gradation ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

Aggregates	1	2	3	4	5	Total
WSDOT Source No. [b]	ID-14	ID-14	ID-14	ID-14		
Source Expiration Date [b]	5/15/28	5/15/28	5/15/28	5/15/28		
ASR Expansion (%) b ☐ 14 Day ☑ 1 Year	0.03	0.03	0.03	0.03		
Is ASR Mitigation Required?	No	No	No	No		
Stock Pile Grading [c]						
Percent of Total Aggregate	46.5	11.6	25.4	16.5		100
Specific Gravity (SSD)	2.666	2.651	2.631	2.600		
Lbs/cy (ssd)	1320	438	718	479		2955
Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.	**Percent Passing**					**Total**
2 inch						0.00
1-1/2 inch						0.00
1 inch	100.00	100.00	100.00	100.00		100.00
3/4 inch	93.60	100.00	100.00	100.00		97.14
1/2 inch	45.30	100.00	100.00	100.00		75.57
3/8 inch	17.90	100.00	100.00	100.00		63.33
No. 4	1.00	10.40	100.00	100.00		42.50
No. 8	0.90	0.70	99.80	99.80		40.93
No. 16	0.80	0.70	96.60	96.60		39.59
No. 30	0.80	0.50	78.60	78.60		32.27
No. 50	0.70	0.50	35.50	35.40		14.75
No. 100	0.70	0.40	2.90	6.21		2.08
No. 200	0.60	0.40	1.50	7.21		1.86

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

Notes:

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

Washington State Department of Transportation

Concrete Mix Design

Contractor	Submitted By	Date
City of Spokane	Joe Hoffman	04/14/2026
Concrete Supplier	**Plant Location**	
AAA Concrete, Inc.	Spokane, WA	
Contract Number	**Contract Name**	
	Various mix designs over 5 yr period	

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 3000

Remarks

Class 3000psi

Mix Design No. 360114A **Plant No.** 13-Spokane

Cementitious Materials	Source	Plant	Type, Class or Grade	Sp. Gr.	Lbs/cy
Cement	Lafarge	Exshaw	Type 1-L	3.15	564
Fly Ash [a]			☐ F ☐ C **Alkali %** _____		
GGBFS (Slag) [a]			☐ 100 ☐ 120		

Concrete Admixtures	Manufacturer	Product	Est. Range (oz/cy)
Air Entrainment	MasterBuilders	MB AE90	4.5-7.5
Water-Reducing Type A	MasterBuilders	Polyheed 980	15-25

Water (Maximum) 265 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.470

Mix Design Density (pcf) 142.82

Design Performance (Attach Test Data)

Average 28-day compressive strength (psi) 3500

Average 14-day flexural strength (psi) (Concrete Pavement Only)

Concrete Chloride Ion Content (% by mass of cement) ☐ Water Soluble ☐ Acid Soluble

Agency Use Only (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

Mix Design No. 360114A **Plant No.** 13-Spokane

Aggregate Gradation ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

Aggregates	1	2	3	4	5	Total
WSDOT Source No. [b]	ID-14	ID-14	ID-14	ID-14		
Source Expiration Date [b]	5/15/28	5/15/28	5/15/28	5/15/28		
ASR Expansion (%) b ☐ 14 Day ☑ 1 Year	0.03	0.03	0.03	0.03		
Is ASR Mitigation Required?	No	No	No	No		
Stock Pile Grading [c]						
Percent of Total Aggregate	46.5	11.6	25.4	16.5		100
Specific Gravity (SSD)	2.666	2.651	2.631	2.600		
Lbs/cy (ssd)	1417	353	766	489		3025
Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.	**Percent Passing**					**Total**
2 inch						0.00
1-1/2 inch						0.00
1 inch	100.00	100.00	100.00	100.00		100.00
3/4 inch	93.60	100.00	100.00	100.00		97.00
1/2 inch	45.30	100.00	100.00	100.00		74.38
3/8 inch	82.10	100.00	100.00	100.00		91.62
No. 4	1.00	10.40	100.00	100.00		43.17
No. 8	1.00	0.70	99.80	99.80		41.95
No. 16	0.80	0.70	96.60	96.60		40.53
No. 30	0.80	0.50	78.60	78.60		33.04
No. 50	0.70	0.50	35.50	35.40		15.10
No. 100	0.70	0.40	2.90	6.21		2.11
No. 200	0.60	0.40	1.50	7.21		1.87

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

Notes:

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

Washington State Department of Transportation

Concrete Mix Design

Contractor	Submitted By	Date
City of Spokane	Joe Hoffman	04/14/2026
Concrete Supplier	**Plant Location**	
AAA Concrete, Inc.	Spokane, WA	
Contract Number	**Contract Name**	
	Various mix designs over 5 yr period	

This mix is to be used in the following Bid Item No(s): _____

Concrete Class: 4000

Remarks

6.5sk
Class4000psi
Exterior

Mix Design No. 365114A **Plant No.** 13-Spokane

Cementitious Materials	Source	Plant	Type, Class or Grade	Sp. Gr.	Lbs/cy
Cement	Lafarge	Exshaw	Type 1-L	3.15	611
Fly Ash [a]			☐ F ☐ C **Alkali %** _____		
GGBFS (Slag) [a]			☐ 100 ☐ 120		

Concrete Admixtures	Manufacturer	Product	Est. Range (oz/cy)
Air Entrainment	MasterBuilders	MB AE90	4.5-7.5
Water-Reducing Type A	MasterBuilders	Polyheed 980	10-25

Water (Maximum) 275 lbs/cy

Is any of the water Recycled or Reclaimed? ☐ Yes[d] ☑ No

Water Cementitious Ratio (Maximum) 0.45

Mix Design Density (pcf) 142.38

Design Performance (Attach Test Data)

Average 28-day compressive strength (psi) 4400

Average 14-day flexural strength (psi) (Concrete Pavement Only)

Concrete Chloride Ion Content (% by mass of cement) ☐ Water Soluble ☐ Acid Soluble

Agency Use Only (Check appropriate Box)

☐ **This Mix Design MEETS CONTRACT SPECIFICATIONS and may be used on the bid items noted above**

☐ **This Mix Design DOES NOT MEET CONTRACT SPECIFICATIONS and is being returned for corrections**

Reviewed By: _____ _____

PE Signature Date

Mix Design No. 365114A **Plant No.** 13-Spokane

Aggregate Gradation ☐ AASHTO ☑ Combined **Nominal Maximum Size (In)** 3/4

Aggregates	1	2	3	4	5	Total
WSDOT Source No. [b]	ID-14	ID-14	ID-14	ID-14		
Source Expiration Date [b]	5/15/28	5/15/28	5/15/28	5/15/28		
ASR Expansion (%) b ☐ 14 Day ☑ 1 Year	0.03	0.03	0.03	0.03		
Is ASR Mitigation Required?	No	No	No	No		
Stock Pile Grading [c]						
Percent of Total Aggregate	46.5	11.6	25.4	16.5		100
Specific Gravity (SSD)	2.666	2.651	2.631	2.600		
Lbs/cy (ssd)	1396	349	888	380		3013
Include Percent Passing for each aggregate component. Include Total only for Combined Gradations.	**Percent Passing**					**Total**
2 inch						0.00
1-1/2 inch						0.00
1 inch	100.00	100.00	100.00	100.00		100.00
3/4 inch	93.60	100.00	100.00	100.00		97.03
1/2 inch	45.30	100.00	100.00	100.00		74.66
3/8 inch	17.90	100.00	100.00	100.00		61.96
No. 4	1.00	10.40	100.00	100.00		43.75
No. 8	0.90	0.70	99.80	99.80		42.50
No. 16	0.80	0.70	96.60	96.60		41.11
No. 30	0.80	0.50	78.60	78.60		33.51
No. 50	0.70	0.50	35.50	35.40		15.31
No. 100	0.70	0.40	2.90	6.21		2.01
No. 200	0.60	0.40	1.50	7.21		1.68

Fineness Modulus: 5.23 (Required for Class 2 Sand)

Proposed ASR Mitigation Method:

Notes:

a Fly ash or GGBFS is required for Class 4000P mix.

b Enter data from WSDOT ASA Database. ASR Mitigation is required for sources with 14-day expansions greater than 0.20%. No mitigation is required if the 1-year expansion is less than 0.04%. Proposed mitigation methods for 14-day expansions greater than 0.45% require ASTM C 1567 tests proving that the method is effective. See WSDOT Standard Specification 9-03.1.

c Stockpile gradation: AASHTO No. 467, 57, 67, 7, 8; WSDOT Class 1, Class 2; or combined gradation stockpile sizes. See WSDOT Standard Specification 9-03.1.

d Attach test results indicating conformance to Standard Specification 9-25.1.

AMRIZE

eco 45% reduction in CO_2

MaxCem® Mill Test Report

Month of Issue: August 2025

Plant:	**Seattle, Washington**
Product:	**MaxCem® - Type IT(L11)(S30)MS & GULb-30S**
Month of Production:	**July 2025**
Mill Test Report Number:	**SEA_MAXCEM_August_2025**

ASTM C 595, AASHTO M 240 and CSA A3000 Standard Requirements

CHEMICAL ANALYSIS

Item	Spec limit	Test Result
Rapid Method, X-Ray *(C 114)*		
SiO2 (%)	—	21.5
Al2O3 (%)	—	6.7
Fe2O3 (%)	—	2.3
CaO (%)	—	54.4
MgO (%)	—	1.9
Sulphate as SO3 (%)	3.0 max*	4.1
Loss on ignition (%)	10.0 max	5.9
Total Alkalis (Type IL)	—	0.45
Slag addition (%)		30
Richmond Type IL (%)		70

PHYSICAL ANALYSIS

Item	Spec limit	Test Result
Air content of mortar (%) *(C 185)*	12 max	7
Blaine Fineness (m2/kg) *(C 204)*	—	499
Fineness, Residue retained on a 45 um sieve (%)	—	1.5
Compressive strength PSI [MPA] *(C 109)*		
3 days	1890 min	2920 [20.1]
7 days	2900 min	3990 [27.5]
28 days Previous Month	3620 min	6000 [41.4]
Time of setting (minutes)		
Vicat Initial *(C 191)*	45 - 420	131
C-1038 Expansion 14-day (%) (C 1038)*	0.020	0.009

*Chemical requirements states that SO3 content above 3.0 is permissible if the C1038 expansion is below 0.020% at 14 days.

We certify that the above described cement, at the time of shipment, meets the chemical and physical ASTM C595, AASHTO M 240 and CSA A3000 Standard Requirements

Amrize - Seattle Plant
5400 W. Marginal Way SW, Seattle, WA 98106
Phone: 206-937-8025

Certified By:

Robert S. Shogren

Rob Shogren - Technical Director

August 5, 2025

WSDOT MATERIALS LAB 06/12/2025

Aggregate Source Approval Report

Owner: Central Investment Properties
Aggregate Source: PS-ID-14
Lessee: AAA Concrete
Known as: Beck Rd Pit
Located in: NE1/4 Section 36 T51N R6W
County: Idaho

Address: 2601 N. Beck Road, Post Falls, ID

Remarks:
47.729666, -117.026105

Mineral Agg. and Surfacing: Test Date: 07/18/2022 Expiration Date: 07/18/2027

Absorption: 0.7	Apparent Sp. G.: 2.709	Bulk Sp. G. (SSD): 2.677	Bulk Sp. G.: 2.659
Deg: 72	LA: 18		

Remarks:

Currently Approved for:

ATB	Ballast	BST Crushed Cover Stone
BST Crushed Screenings	Crushed Surfacing Base Course	Crushed Surfacing Key Stone
Crushed Surfacing Top Course	Gravel Backfill for Foundation Class A	HMA Other Courses
HMA Wearing Course	Maintenance Rock	Permeable Ballast

Acceptance tests need to be performed as necessary.

Aggregates for Concrete: Test Date: 05/18/2023 Expiration Date: 05/18/2028

ASR - 14 Day : 0.44	ASR - One Year: 0.039	CCA Absorption: 0.94	CCA Sp.G: 2.643
Deg: 77	FCA Absorption: 2.17	FCA Organics: 1	FCA Sp. G: 2.586
LA: 14			

Remarks: Lafarge ASTM C-1293 (1-Year ASR) - Fine: 0.029, Coarse: 0.039 - Dated 4/1/2025, Expires 4/1/2030

Currently Approved for:

Coarse Concrete Aggregates (Other as defined in 6-02.3(2))

Fine Concrete Aggregates

Coarse Concrete Agg (Structural and Paving Concrete)

Acceptance tests need to be performed as necessary Acceptance tests need to be performed as necessary

---

Riprap, Quarry Spalls, Rock for Rock Wall, Erosion and Scour Protection: Test Date:

Expiration Date:

Absorption:	Apparent Sp. G.:	Bulk Sp. G. (SSD):	Bulk Sp. G.:
Deg:	LA:		

Remarks:

NOT Approved for:

Quarry Spalls	Riprap	Rock for Erosion and Scour Protection
Rock for Rock Walls	Stone 9-27.3(6)	

Streambed Aggregates: Test Date: 07/18/2022 Expiration Date: 07/18/2027

Absorption: 0.7	Apparent Sp. G.: 2.709	Bulk Sp. G. (SSD): 2.677	Bulk Sp. G.: 2.659
Deg: 72	LA: 18		

Remarks:

Currently Approved for:

Streambed Aggregate

Gravel Borrow for Structural Earth Walls: Test Date: 07/18/2022 Expiration Date: 07/18/2027

Bulk Sp. G. (SSD): 2.677	Deg: 72	LA: 18

Remarks: For geosynthetic reinforcement, the gravel borrow shall be tested for pH prior to placement. For metallic reinforcement, the gravel borrow shall be tested for pH, resistivity, chlorides, and sulfates prior to placement. If the resistivity of the backfill material equals or exceeds 5,000 ohm-cm, the specified chloride and sulfate limits may be waived. If the aggregate source has variable quality, additional testing may be required. Contact the Regional Materials Engineer or the State Geotechnical Engineer for direction.

Currently Approved for:

Gravel Borrow for Str Earth Walls

ALL OTHER PIT RUN MATERIALS:

Project Engineer may request preliminary samples but Aggregate Source Approval is not required.

AGGREGATE MATERIALS NOT REQUIRING ASA APPROVAL :

Aggregate for Gravel Base 9-03.10

Gravel Backfill for Foundation Class B 9-03.12(1)B

Gravel Backfill for Walls 9-03.12(2)

Gravel Backfill for Pipe Zone Bedding 9-03.12(3)

Gravel Backfill for Drains 9-03.12(4)

Gravel Backfill for Drywells 9-03.12(5)

Backfill for Sand Drains 9-03.13

Sand Drainage Blanket 9-03.13(1)

Gravel Borrow 9-03.14(1)

Select Borrow 9-03.14(2)

Common Borrow 9-03.14(3)

Native Material for Trench Backfill 9-03.15

Foundation Material Class A and B 9-03.17

Foundation Material Class C 9-03.18

Bank Run Gravel for Trench Backfill 9-03.19

Commercial Concrete Aggregate 6-02.3(2)B

Qualified Product List

Contractor Product Information

Contractor: **Contract No:**

Sub Contractor: **Date:**

Bid Item:

Manufacturer: Amrize (formerly Lafarge North America) - Exshaw, AB

Product Name: Portland Cement: Type I, Type I/II low alkali and Type III; (AASHTO M-85, ASTM C-150)

Standard Spec : 9-01.2(1), Concrete - Portland Cement

Product Description : Manufactured - Lafarge North America, Exshaw, AB (Canada): Distributed from Seattle, WA, Pasco, WA, Spokane, WA and Vancouver, WA, Type I, Type I/II low alkali and Type III
Product Restriction :

Acceptance Code : 2525
Code Description : Acceptance based upon the cement Manufacturer's Mill Test Report number being shown on each concrete producer's certificate of compliance.

Last Updated : Sep 13, 2010

To be completed by the field inspector:

Quantity: _____ **Verified By:** _____ **Date:** _____

Washington State

March 7, 2024

Qualified Product List

Contractor Product Information

Contractor: _____ **Contract No:** _____

Sub Contractor: _____ **Date:** _____

Bid Item:

Manufacturer: Master Builders Solutions Admixture US, LLC (formerly BASF Corp. - Chemicals, Inc.) - Cleveland, OH

Product Name: MasterAir AE 90

Standard Spec : 9-23.6(1), Concrete Admixture - Air Entraining Admixtures

Product Description : Liquid air entraining admixture for concrete
Product Restriction :

Acceptance Code : 2250
Code Description : Acceptance is by field verification and the retaining of the Concrete Producer's Certificate of Compliance indicating the product and dosage of the admixture conform to the concrete mix design.

Last Updated : Nov 27, 2013

To be completed by the field inspector:

Quantity: _____ **Verified By:** _____ **Date:** _____

Washington State

March 7, 2024

Qualified Product List

Contractor Product Information

Contractor: _____ **Contract No:** _____

Sub Contractor: **Date:**

Bid Item:

Manufacturer: Master Builders Solutions Admixture US, LLC (formerly BASF Corp. - Chemicals, Inc.) - Kent, WA

Product Name: MasterPolyheed 980

Standard Spec : 9-23.6(2), Concrete Admixture - Type A - Water-Reducing Admixtures

Product Description : Chemical Admixture for Concrete; Type A
Product Restriction :

Acceptance Code : 2250
Code Description : Acceptance is by field verification and the retaining of the Concrete Producer's Certificate of Compliance indicating the product and dosage of the admixture conform to the concrete mix design.

Last Updated : Aug 2, 2019

To be completed by the field inspector:

Quantity: _____ **Verified By:** _____ **Date:** _____

National Ready Mixed Concrete Association

NRMCA

Certificate of Conformance
Concrete Production Facilities

THIS IS TO CERTIFY THAT

Hayford Plant, Spokane, WA

AAA Concrete, Inc.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities.* As of the inspection date, the facility meets the requirements for production by

Truck Mixing with Automatic Batching and Recordings of Cementitious Materials, Aggregate, Water, and Chemical Admixtures.

ROBERT G. SHOGREN
STATE OF WASHINGTON
41418
REGISTERED
PROFESSIONAL ENGINEER

Signature of Licensed Professional Engineer

October 07, 2025	*October 17, 2027*
Inspection Date	Expiration Date

This company will maintain this facility in compliance with the checklist requirements and promptly correct any deficiencies that develop.

Signature of Company Official & Title

NOTICE: The checklist verifies that the plant facilities are deemed satisfactory for concrete production when operated correctly. However, compliance of the concrete with specification requirements must be confirmed through standard inspection methods and sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association (NRMCA) to confirm that the production facility complies with the requirements outlined in Section 3 of the NRMCA Quality Control Manual for Ready Mixed Concrete Production Facilities. Unauthorized reproduction or misuse of this certificate may result in legal action.

Verify Certification **Plant ID #: 852553** **Certification ID #: 34796**

10/09/2025 08:25:07 PM

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: AAA CONCRETE, INC.

Business name: AAA CONCRETE, INC.

Entity type: Profit Corporation

UBI #: 604-237-424

Business ID: 001

Location ID: 0001

Location: Active

Location address: 110 N HAYFORD RD
SPOKANE WA 99224-9555

Mailing address: PO BOX 939
MOSES LAKE WA 98837-0142

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2027	Oct-21-2021
Spokane Valley General Business - Non-Resident				Active	Mar-31-2027	Jul-12-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
CENTRAL WASHINGTON ASPHALT, INC.	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/4/2026 4:01:20 PM

Contact us

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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date: 06/01/2026

Date Rec'd	5/4/2026		
Clerk's File #			
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	6498-26
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	VALUE BLANKET
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET FOR FOG SEAL AND EMULSIFIED ASPHALT		

Agenda Wording

The Street Department is seeking approval for a Value Blanket for the purchase of emulsified asphalt (CSS-1H and CSS-1) and fog seal as needed over a 5-year period. The 5-year expenditure would not exceed $500,000 (including tax).

Summary (Background)

This Value Blanket, awarded via bid (ITB 6498-26) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for a 5-year period (6/1/2026-5/31/3031). Both materials are used widely across the City's roadway systems for pavement maintenance and as a way to preserve or "seal" asphalt pavement surface to extend pavement life.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact

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

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		Additional Approvals	
Dept Head	HARRIS, CLINT E.	PURCHASING	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

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

Bid Response Summary

Bid Number ITB 6498-26
Bid Title Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period
Bid Base Currency USD
Due Date Monday, April 20, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Ergon Asphalt & Emulsion
Submitted By Zack MacDonald - Friday, April 17, 2026 10:11:36 AM [(UTC-08:00) Pacific Time (US & Canada)]
zack.macdonald@ergon.com 5099346044
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Emulsified Asphalt (CSS-1h and CSS-1), and Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	Understood and Acknowledged
	#2	Estimated five-year expenditure is $3,000,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actual tons picked up and supported by weigh tickets.	Understood and Acknowledged
BID SUBMISSION			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Understood and Acknowledged
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid due date.	Understood and Acknowledged
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Understood and Acknowledged
GRANT FUNDING			
	#1	No Grant money will be used, Department operating budget will be used.	Understood and Acknowledged
INTERPRETATION			

	#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Understood and Acknowledged
WITHDRAWAL OF BIDS			
	#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	Understood and Acknowledged
EVALUATIONS OF BIDS			
	1	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder’s ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. I. Any other information having a bearing on the decision to award the contract.	Understood and Acknowledged
BIDDING ERRORS			
	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Understood and Acknowledged
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Understood and Acknowledged
MULTIPLE AWARDS			

	#1	More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use.	Understood and Acknowledged
	#2	The City reserves the right to select among awarded Vendors when placing orders: Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to enable pickup by the City.	Understood and Acknowledged
AWARD OF VALUE BLANKET ORDER			
	#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.	Understood and Acknowledged
PAYMENT TERMS			
	#1	Payment shall be made Net 30 via direct deposit/ACH (except as provided by state law) according to terms after receipt of the goods/services delivered and accepted. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Acknowledged
INVOICING			
	#1	Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to erasc@spokanecity.org.	Understood and Acknowledged
	#1.1	Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices.	Understood and Acknowledged
TERMS AND CONDITIONS			

	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#1.2	EXCEPTIONS To Terms and Conditions: If you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
POLYCHLORINATED BIPHENYLS (PCBs):			
	1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Acknowledged
	1.1	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
	1.2	If so were PCBs found at a measurable level?	Don't Know
	1.3	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
	1.4	If so attach the results or note from whom the results can be obtained.	
	1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
	1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION			
	#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Zack MacDonald 509-934-6044 zack.macdonald@ergon.co

ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
BUSINESS REGISTRATION:			
	1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination. Microsoft Word - Business License Exemption Request Form - Rev 03-2025 (https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf)	Understood and Acknowledged
	2	City of Spokane Business Registration Number:	604 595 326
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	Understood and Acknowledged
BIDDER PREQUALIFICATION			

	#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the City.	Understood and Acknowledged
INTERLOCAL PURCHASE AGREEMENTS			
	#1	INTERLOCAL PURCHASE AGREEMENTS #1 The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Vendor's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (IS) (IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (IS) (IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide a minimum of ninety (90) calendar days for acceptance by the City from the due date.	Understood and Acknowledged
TERM OF VALUE BLANKET ORDER			

	#1	Upon City Council approval, any Value Blanket Order(s) resulting from this ITB will be for a five-year period, beginning approximately June 1, 2026, and terminates on May 31, 2031. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied June 1, 20xx) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I agree and I acknowledge
GENERAL INSTRUCTIONS			
	#1	The Items to be furnished by the awarded Vendor must be of the latest possible production.	Understood and Acknowledged
	#2	Time is of the essence in the performance of this contract.	Understood and Acknowledged
	#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	Understood and Acknowledged
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	Understood and Acknowledged
	#5	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	Understood and Acknowledged
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. The City may choose more than one vendor.	Understood and Acknowledged
	#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Understood and Acknowledged
SPECIAL INSTRUCTIONS			
	#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	Understood and Acknowledged
	#2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish product of manufacturer’s latest production.	Understood and Acknowledged
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	We will continue to supply the same products that have been successfully supplied to the City of Spokane.
	#5	Federal and State laws governing this product(s) and its final certification(s) must be satisfied.	Understood and Acknowledged
	#6	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	Understood and Acknowledged
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a pickup date as soon as possible after receipt of any order release against Value Blanket Order.	Understood and Acknowledged
	#8	EXCEPTIONS: If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	Understood and Acknowledged
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	Understood and Acknowledged
	#3	Awarded Vendor(s) would be responsible for providing spec’d Emulsified Asphalt (CSS-1H and CSS-1, and Fog Seal as-needed over five year period.	I agree and I acknowledge
	#3.1	Product that does not meet specifications will not be accepted.	Understood and Acknowledged
	#3.2	Bidder acknowledges it has reviewed Emulsified Asphalt (CSS-1h and CSS-1) Technical Specifications with the document so named in the 'Documents' tab.	I agree and I acknowledge
	#3.3	Bidder acknowledges it has reviewed Fog Seal Technical Specifications with the document so named in the 'Documents' tab.	I agree and I acknowledge
	#3.4	If the products differs from the provisions contained herein, these differences must be explained in detail.	
	#3.5	Bidder must provide “technical data” support with bid for the items it is bidding, or bid may be considered non-responsive. Upload Here.	WSDOT Specs.pdf

	#3.5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here:	City of Spokane CSS-1 Supply Signed.pdf
	#3.6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
	#4	To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor(s) advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor(s) must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor(s) via a change order to the Value Blanket.	I agree and I acknowledge
	#5	To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor(s) to inquire if Vendor(s) offers additional Fog Seal products. Should the Vendor(s) advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor(s) must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor(s) via a change order to the Value Blanket.	I agree and I acknowledge
	#6	EXCEPTIONS: If you took exception to above, explain in detail.	
DELIVERIES			
	#1	Delivery: Orders will be picked up within a 50 mile radius of the City of Spokane, by City of Spokane Street Department employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time.	I agree and I acknowledge
	#1.1	State advance notice Vendor would require to enable City to perform pickup.	1 week to guarantee we have the product ready for pickup in our tanks. A minimum of 24 hour notices will be accepted based on current inventory but are no guaranteed.

	#1.2	State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	Address:16710 E Euclid Ave Spokane Valley, WA 99216 Contact Number: 509-487-4560 Normal Hours: 7AM-4PM Monday-Friday. Orders outside of normal operating hours available by request.
	#1.3	Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices.	Understood and Acknowledged
	#1.4	If you took exception to any of the above, explain in detail.	
PRICING			
	#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Acknowledged
	#2	Annual Estimated Quantities listed are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked-up, and accepted.	Understood and Acknowledged
	#2.1	Annual Estimated Quantity of spec'd Emulsified Asphalt (CSS-1h) is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Understood and Acknowledged
	#2.2	Annual Estimated Quantity of sped'd Fog Seal is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Understood and Acknowledged
	#3	Vendor’s prices shall be firm throughout the first year, 6/1/26 through 5/31/27, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support.	Understood and Acknowledged

	#3.1	Bidders are encouraged to bid on all items.	Understood and Acknowledged
	#3.1.2	Bidder MUST complete and upload “Pricing Page ITB 6498-26” (3-pages) located in the Documents tab and upload here. Unit Pricing Should Not Include Tax. Upload Here:	City of Spokane CSS-1 Supply Signed.pdf
	#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	Understood and Acknowledged
	#4.1	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	Understood and Acknowledged
	#4.2	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	Understood and Acknowledged
	#4.3	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	Understood and Acknowledged
	#4.4	An approved price increase will become effective after the approval of the increase.	Understood and Acknowledged
	#4.5	Retroactive price increase adjustments will not be considered.	Understood and Acknowledged
	#4.6	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	Understood and Acknowledged
	#5	PRICE DECREASES. During the term of the contract, should the Vendor realize any declines at the manufacturer’s level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Vendor shall immediately request that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	Understood and Acknowledged
	#6	EXCEPTIONS. If you took exception to above, explain in detail.	

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	Quickseal Specifications.pd
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	

These Next Three (3) Pages Comprising Bid Proposal Must be Completed and Uploaded Into ProcureWare via the Response Tab Pertaining to "Pricing Section" Question #3.1.2.

BID PROPOSAL.

To: City of Spokane, Purchasing Center
Members of the City Council
City of Spokane, Washington

PROJECT: # ITB 6498-26,
Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period.

QUANTITIES:
Annual Quantities shown on "Pricing Page" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts

MULTIPLE AWARDS
More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use.

Bidders are encouraged to bid on all spec'd item types.

The City reserves the right to select among awarded Vendors when placing orders:
Items that may impact the City's decision to place an order(s) with a Vendor(s) to meet the City's needs may include, but is not limited to: Vendor's location to job site(s), Price, Item Types Vendor bid, Vendor's Availability and Lead Time to enable pickup by the City.

ESTIMATED EXPENDITURE
Estimated five-year spend is not expected to exceed a combined total $3,000,000 among all the various awards placed with selected Vendors. This is an estimate only and the City of Spokane does not guarantee it.

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has 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.

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 bidder proposes items at the following unit prices:

June 1, 2026 Through May 31, 2031
Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied *June 1, 20xx*) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

Spec'd Fog Seal	**Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period.	**Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period.
	$500	$500
State advance notice Vendor would require to enable City to perform pickup.	1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory	
State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA,99216 509-487-4560 Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hours available by request.	

ADDITIONAL FOG SEAL PRODUCTS: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Fog Seal products. Should the Vendor advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	**Select Response** I agree and I acknowledge **or** **I don't agree and I don't acknowledge**

Spec'd Emulsified Asphalt (CSS-1h)	**Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period.	**Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period.
	$700	$700
State advance notice Vendor would require to enable City to perform pickup.	1 week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory	
State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA,99216 509-487-4560 Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hours available by request.	

Spec'd Emulsified Asphalt (CSS-1)	**Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period.	**Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period.
	$700	$ 700
State advance notice Vendor would require to enable City to perform pickup.	1 week to guarantee product is in stock. Order placed a minimum of 24 hours in advance may be supplied based on available inventory.	

State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA,99216 509-487-4560 Normal Hours: 7AM-4PM Monday-Friday. Orders outside normal hour available by request.

	Select Response
ADDITIONAL EMULSIFIED ASPHALT PRODUCTS: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor advise it does, it would provide specs and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	I agree and I acknowledge **or** **I don't agree and I don't acknowledge**

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

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

Name of Bidder: Ergon Asphalt & Emulsions Inc

Signature of Bidder's Authorized Representative

Area Sales Manager
Title

16710 E Euclid Ave, Spokane Valley, WA,99216
Address

509-934-6044
Phone

IF INDIVIDUAL

"Quickseal" Emulsified Asphalt Fog Oil (concentrate) Specifications

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

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

Final product acceptance is based on field performance.

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

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

Table 1—Requirements and Typical Applications for Cationic Emulsified Asphalt[a]

Type	Rapid-Setting				Medium-Setting				Slow-Setting				Quick-Setting	
	CRS -1		CRS-2		CMS-2		CMS-2 h		CSS-1		CSS-1 h		CQS-1 h	
Grade	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Test on emulsions:														
Viscosity, Saybolt Furol at 25°C (77°F), s									20	100	20	100	20	100
Viscosity, Saybolt Furol at 50°C (122°F), s	20	100	100	400	50	450	50	450						
Storage stability test, 24 h, %[b]		1		1		1		1		1		1		
Demulsibility, 35 mL, 0.8 %														
Sodium dioctyl sulfosuccinate, %	40		40											
Coating, abilify and water resistance:														
Coating, dry aggregate						Good		Good						
Coating, after spraying						Fair		Fair						
Coating, wet aggregate						Fair		Fair						
Coating, after spraying						Fair		Fair						
Particle charge test	Positive		Positive		Positive		Positive		Positive		Positive		Positive	
Sieve test, %[b]		0.10		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %										2.0		2.0		
Distillation:														
Oil distillate, by volume of emulsion, %		3		3		12		12						
Residue, %	60		65		65		65		57		57		57	
Tests on residue from distillation test:														
Penetration, 25°C (77°F), 100 g, 5 s	100	250	100	250	100	250	40	90	100	250	40	90	40	90
Ductility, 25°C (77°F), 5 cm/min, cm	40		40		40		40		40		40		40	
Solubility in trichloroethylene, %	97.5		97.5		97.5		97.5		97.5		97.5		97.5	

[a] Refer to R 5 for typical applications.

[b] This test requirement on representative samples may be waived if successful application of the material has been achieved in the field.

If the final material is applied as a diluted concentrate, it must be stable for use at a 50% dilution rate. The final material shall be diluted(if applicable) by the supplier, not the contractor, to ensure product consistency.

Final product acceptance is based on field performance.

The final product for "Rapid Curing Emulsified Asphalt Fog Oil" will meet the following specifications:

	AASHTO	Specifications	
	Test Method	Minimum	Maximum
Sieve Test, %	T 59		0.3
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %	T 59	25	
Distillation:			
Residue by distillation @ 260 C (500oF)	T 59	30	
Penetration @ 25 C (77oF)	T 49	30	100

Type	Quick Setting				Medium Setting				Slow Setting			
	CQS-1h		CQS-1		CMS-2h		CMS-2		CSS-1h		CSS-1	
Grade	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Tests on emulsified asphalt:												
Viscosity, Saybolt Furol at 25°C (77°F), s[b,c]	20	100	20	100					20	100	20	100
Or												
Vicsocity, Rotational Paddle at 25°C (77°F), mPa·s[b,c]	40	200	40	200					40	200	40	200
Viscosity, Saybolt Furol at 50°C (122°F), s[b,c]					50	450	50	450				
Or												
Viscosity, Rotational Paddle at 50°C (122°F), mPa·s[b,c]					100	900	100	900				
Storage stability test, 24 h, %[b,c]						1.0		1.0		1.0		1.0
Particle charge test[b]	Positive		Positive		Positive		Positive		Positive		Positive	
Sieve test, %[b,c]		0.10		0.10		0.10		0.10		0.10		0.10
Cement mixing test, %										2.0		2.0
Distillation:												
Oil distillation, by volume of emulsified asphalt, %						12		12				
Residue, %[d]	62		62		65		65		57		57	
Tests on residue from distillation:												
Penetration, 25°C (77°F), 100 g, 5 s, 0.1 mm	40	90	90	250	40	90	90	250	40	90	90	250
Ductility, 25°C (77°F), 5 cm/min, cm	40		40		40		40		40		40	
Ash content, %		1		1		1		1		1		1

[a] Refer to R 5 for typical applications.

[b] The test requirement and associated specification limits are waived for emulsified asphalt products following dilution.

[c] This test requirement on representative samples may be waived if successful application of the material has been achieved in the field.

[d] For emulsified asphalts that are diluted, the percent residue requirements must be adjusted accordingly.

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

ITB 6498-26, Emulsified Asphalt (CSS-1H and CSS-1), and Fog Seal As Needed Over Five (5) Year Period

QUANTITIES: Annual Quantities shown on “Pricing Page” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts

MULTIPLE AWARDS More than one Value Blanket Order is expected to be awarded. Awards, when and if made, will be to the Bidders whose bids are the most favorable to the City. Resulting value blankets are optional (non-exclusive) use.

ESTIMATED EXPENDITURE Estimated five-year spend is not expected to exceed a combined total $3,000,000 among all the various awards placed with selected Vendors. This is an estimate only and the City of Spokane does not guarantee it.

June 1, 2026 Through May 31, 2031: Vendor’s prices shall be firm throughout the first year, 6/1/2026 - 5/31/2027,unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else Pricing Adjustments can be requested on the "anniversary of award" (implied June 1, 20xx) with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

VENDOR	ERGON ASPHALT	
Spec'd Fog Seal	**Picked-Up Unit-Price Per-Ton** Up To 50 Tons During 12-Month Period.	**Picked-Up Unit-Price Per-Ton** Should 50 Tons Have Been Exceeded With 12-Month Period.
	$500.00	$500.00
State advance notice Vendor would require to enable City to perform pickup.	1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory.	

State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request.	
<u>ADDITIONAL FOG SEAL PRODUCTS</u>: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Fog Seal products. Should the Vendor advise it does, it would provide spec and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	Select Response **Agrees and Acknowledge**	
Spec'd Emulsified Asphalt (CSS-1h)	**<u>Picked-Up Unit-Price Per-Ton</u>** Up To 50 Tons During 12-Month Period. $700.00	**<u>Picked-Up Unit-Price Per-Ton</u>** Should 50 Tons Have Been Exceeded With 12-Month Period. $700.00
State advance notice Vendor would require to enable City to perform pickup.	1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory.	
State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request.	
Spec'd Emulsified Asphalt	**<u>Picked-Up Unit-Price Per-Ton</u>** Up To 50 Tons During 12-Month Period.	**<u>Picked-Up Unit-Price Per-Ton</u>** Should 50 Tons Have Been Exceeded With 12-Month Period.

(CSS-1)	$700.00	$700.00
State advance notice Vendor would require to enable City to perform pickup.	1 Week to guarantee product is in stock. Orders placed a minimum of 24 hours in advance may be supplied based on available inventory.	
State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane Valley, WA 99216 / Phone 509 487 4560 / Normal ours 7AM - 4PM M_F, Orders outside normal hours available by request.	
ADDITIONAL EMULSIFIED ASPHALT PRODUCTS: To ensure the City needs are meet at any future point(s) in time during the five-year term of resulting five-year blanket order, the City reserves the right to contact awarded Vendor to inquire if Vendor offers additional Emulsified Asphalt products other than (CSS-1H and CSS-1). Should the Vendor advise it does, it would provide specs and pricing for pickup; the City reserves the right to try out additional products. The Vendor must supply a, sample of product(s) (100 to 150 pounds) at no charge upon City's request for evaluation. Depending on the outcome(s), the City would reserve the right to purchase additional product(s) from Vendor via a change order to the Value Blanket.	Select Response	
	Agrees and Acknowledge	

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

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

Mailing address: PO BOX 1639
JACKSON MS 39215-1639

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Scale - Large		1		Active	Mar-31-2027	Mar-16-2020
Spokane General Business				Active	Mar-31-2027	Mar-16-2020

Page 1 of 2

Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADAMS, BECKY	
ADAMS, STEVE	
ANDREYCHECK, NICK	
ARNOLD, GENE	
BAUMGARDNER, GAYLON	
BROOKS, DREW	
CATRON, JAMES R	
COWLEY, SHELLY	
ERICKSON, LARRY	
GRUBBA, BILL	
HODGES, KENNETH E	

Owners and officers	Title
HOWARD, MIKE	
ISHEE, MARK	
JOHNSON, GARY	
LAMPTON, ROBERT H	

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/4/2026 11:50:50 AM

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Agenda Sheet for City Council:

Committee: PIES **Date:** 05/11/2026

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	5/5/2026		
Clerk's File #			
Cross Ref #			
Project #	2018052		
Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - I-90 STORMWATER SEPARATION PROJECT 2018052		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for I-90 Stormwater Separation Project 2018052 for $__. An administrative reserve of 10% of the contract will be set aside. (East Central Neighborhood Council)

Summary (Background)

This 85% grant funded project will separate and treat I-90 runoff which is currently routed into the city's combined sewer system. This project will reroute stormwater runoff from I-90 which currently goes to the combined sewer system to a separate below ground treatment and disposal system. This project will help CSO 34's near capacity storage system by removing/rerouting stormwater away from the CSO tank. The project location is vacant parcel just NW of the Fred Meyer on Thor/3rd. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $DOLLAR AMT HERE. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 6,000,000 (est)
Current Year Cost	$ 500,000 (est)
Subsequent Year(s) Cost	$ 5,500,000 (est)

Narrative

Mostly grant funded project.

Amount		Budget Account
Expense	$ 6,000,000.00	# 4250 98817 94310 56592 14428
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

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

Distribution List

	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	jradams@spokanecity.org
mvallen@spokanecity.org	pyoung@spokanecity.org