

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the January 6, 2025, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of January 6, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 019 39199; password: 0320

Thursday Study Session: none

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Thursday, December 19, 2024, and ending at 6:00 p.m. on Monday, January 6, 2025, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on January 6, 2025. You must sign up by 6:00 p.m. to be called on to testify. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

THE CITY OF SPOKANE



DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 6, 2025

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

SPOKANE CITY COUNCIL AGENDA REVIEW SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

ADDRESSING THE COUNCIL

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#)
- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City staff may testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

AGENDA REVIEW SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, WORDS OF INSPIRATION, AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

<u>APPOINTMENTS</u>	<u>RECOMMENDATION</u>	
Ethics Commission: One Appointment – Patrick Harder	Confirm	CPR 2006-0042
Spokane Airport Board: One Appointment – Andy Billig	Confirm	CPR 1982-0071
Tourism & Cultural Investment Committee: Six Reappointments – Cami Aguayo, Jon Erickson, Ginger Ewing, Matt Jensen, Rose Noble, and Rowena Pineda	Confirm	CPR 2000-0031
Human Rights Commission: Two Reappointments – Alex Knox and Brennan Schreibman	Confirm	CPR 1991-0068

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

<u>REPORTS, CONTRACTS AND CLAIMS</u>	<u>RECOMMENDATION</u>	
1. Historic Preservation Interlocal Agreement with Spokane County from January 1, 2025, through December 31, 2029—Annual Revenue Amounts: \$50,000 for 2025, \$51,250 for 2026, \$52,531 for 2027, \$53,844 for 2028, and \$55,190 for 2029. (Deferred from November 25, 2024, Agenda, during the November 18, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)	Approve	OPR 2024-1005

Wilkerson Proposed Amendment:

- Request motion to amend Interlocal Agreement with an updated revised version filed December 18, 2024, and included in agenda packet under OPR 2024-0835.

- | | | |
|--|-----------------------|--|
| <p>2. Contract Amendment No. 1 for Outside Counsel services with Bryan Cave Leighton Paisner, LLP, (Saint Louis, MO) for Legal Services in the matter of Currie, et al., v. City of Spokane—\$50,000. Total Contract Amount: \$100,000. (Deferred from December 9, 2024, Agenda, during the December 2, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Bingle and Cathcart)</p> | <p>Approve</p> | <p>OPR 2024-0835</p> |
| <p>3. Contract Amendment with Integrated Power Services, LLC. dba Eastside Electric Motors, LLC, (Spokane Valley, WA) for off-site motor repairs for the Waste to Energy Facility from January 1, 2024, to December 31, 2024—additional \$16,000. Annual total: \$48,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> | <p>Approve</p> | <p>OPR 2019-0995
IRFP 5086-19</p> |
| <p>4. Contract with BrandSafway Services, LLC, (Pasco, WA) for insulation services at the Waste to Energy Facility from February 1, 2025, to January 31, 2026—not to exceed \$200,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> | <p>Approve</p> | <p>OPR 2025-0003
ITB 6083-24</p> |
| <p>5. Five-year Contract with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for refractory and sandblasting services at the Waste to Energy Facility from February 1, 2025, to January 31, 2030—not to exceed \$7,100,000 (plus tax) (\$1,400,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> | <p>Approve</p> | <p>OPR 2025-0004
ITB 6101-24</p> |
| <p>6. Two-year Contract with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from November 15, 2024, to November 14, 2026—not to exceed \$5,024,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> | <p>Approve</p> | <p>OPR 2025-0005
PW ITB 6143-24</p> |
| <p>7. Five-year Contract with American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility's metals ash and scrap metal from</p> | <p>Approve</p> | <p>OPR 2025-0006
RFP 6255-24</p> |

January 1, 2025, to December 31, 2029—\$500,000 anticipated revenue (\$100,000 annually). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

- 8. **Contract Amendment with McMillen, Inc. (Boise, ID) for construction management and engineering support service for the Upriver Dam improvement project from November 1, 2024, to December 31, 2025—additional \$98,998 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 2023-0884**

- 9. **On-call Master Agreement with Majestic View (Spirit Lake, ID) for wildland fuels reduction for the Spokane Fire Department from October 1, 2024, through December 1, 2026, utilizing Community Wildfire Defense Grant funds—\$200,000 (plus tax). (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)** **Approve** **OPR 2025-0007**
RFP 6161-24

- 10. **Personal Service Agreement with Consistent Care Services, SPC, PS (Spokane) for Hot Spotters community care coordination relating to opioid use from November 1, 2024, to October 31, 2025—\$375,000. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Klitzke)** **Approve** **OPR 2025-0008**
RFP 6233-24

- 11. **Low Bid of Liberty Concrete, LLC (Coeur d'Alene, ID) for Stevens Elementary Area Pedestrian Improvements project—\$911,808 (plus tax). An administrative reserve of \$91,180 (plus tax), which is 10% of the contract price, will be set aside. (Chief Garry Park Neighborhood) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 2025-0009**
ENG 2023110

- 12. **Amendment No. 8 to City and County Wastewater Management Agreement regarding Marion Hay Pump Station and North Spokane Flows. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)** **Approve** **OPR 1981-1053**

- 13. **Report of the Mayor of pending:** **Approve &**
Authorize
 - a. **Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims** **Payments** **CPR 2024-0002**

approved by their respective boards. Warrants excluding Parks and Library total \$_____.

b. Payroll claims of previously approved obligations through _____, 2024: \$_____. CPR 2024-0003

14. a. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013

b. City Council Standing Committee Meeting Minutes: _____, 2024.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0001 Declaring ABB Industrial Automation & Power Generation (Portland, OR) a sole-source provider and authorizing the City to enter into a contract for service and support for the Digital Control Systems for the City of Spokane Waste to Energy Facility to be used on an “as needed” basis for a five-year period—approximately \$270,000 annually without public bidding. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

RES 2025-0002 Approving settlement of the claim against the City in the matter of McLaughlin v. City of Spokane—\$500,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

RES 2025-0003 Clarifying the lengths of the initial terms on the Climate Resilience and Sustainability Board. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Speakers must sign themselves in using a name. Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City other than items appearing on the final or draft agendas, pending hearing items, and initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Motion to Approve Draft Agenda for January 6, 2025 (per Council Rule 2.1.B)

ADJOURNMENT

The January 6, 2025, Regular Legislative Session of the City Council is adjourned to January 13, 2025.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlovmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/11/2024

Clerk's File #

CPR 2006-0042

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF PATRICK HARDER TO THE ETHICS COMMISSION

Agenda Wording

Mayor Brown has appointed Patrick Harder to the Ethics Commission for a term of January 6, 2025 - January 6, 2028.

Summary (Background)

The Spokane City Council adopted the City's Code of Ethics in January of 2006 (Ordinance No. C-33785) and updated the Code of Ethics with the recognition of the Ethics Commission through the adoption of Ordinance No. C-35148 in January of 2015. The City's Code of Ethics is set forth in Chapter 1.04A of the Spokane Municipal Code and is applicable to elected and appointed officials, exempt-confidential employees and represented employees pursuant to applicable collective bargaining agreements.

Lease? NO

Grant related? NO

Public Works? NO

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

\$

#

\$

#

\$

#

Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Patrick Harder to the Ethics Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Patrick Harder to the Ethics Commission for a term of January 6, 2025 – January 6, 2028.</p> <p>The Spokane City Council adopted the City's Code of Ethics in January of 2006 (Ordinance No. C-33785) and updated the Code of Ethics with the recognition of the Ethics Commission through the adoption of Ordinance No. C-35148 in January of 2015. The City's Code of Ethics is set forth in Chapter 1.04A of the Spokane Municipal Code and is applicable to elected and appointed officials, exempt-confidential employees and represented employees pursuant to applicable collective bargaining agreements.</p> <p>Per SMC 01.04B.080, the Ethics Commission is comprised of seven members appointed by the mayor and confirmed by the city council. The Ethics Commission appointees should include representatives from the following segments of the community:</p> <ol style="list-style-type: none"> 1. A person with a professional or academic background in the legal profession including attorneys, law professors or members of the judiciary. 2. A person from local business with experience in human resources/personnel. 3. A person who possesses familiarity with government and the political process. 4. A person with experience in ethics.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: <small>Click or tap here to enter text.</small>	
Current year cost:	
Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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?

This appointment aligns with the requirements of SMC 01.04B.080



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

12/11/2024

Clerk's File #

CPR 1982-0071

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF ANDY BILLIG TO THE SPOKANE AIRPORT BOARD

Agenda Wording

Mayor Brown has appointed Andy Billig to the Spokane Airport Board for a term of January 6, 2025 - January 6, 2027

Summary (Background)

The Spokane Airport Board is vested with the responsibility of planning, financing, constructing and operating Spokane Airports. Spokane Airports comprise the financially independent and self-sufficient entities of the Spokane International Airport, Airport Business Park, and Felts Field Airport.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

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Select

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCOTT, ALEXANDER

Division Director

Accounting Manager

Legal

For the Mayor

SCOTT, ALEXANDER

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 202
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Andy Billig to the Spokane Airport Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Mayor Brown has appointed Andy Billig to the Spokane Airport Board for a term of January 6, 2025 – January 6, 2027
*use the Fiscal Impact box below for relevant financial information	The Spokane Airport Board is vested with the responsibility of planning, financing, constructing and operating Spokane Airports. Spokane Airports comprise the financially independent and self-sufficient entities of the Spokane International Airport, Airport Business Park, and Felts Field Airport.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: Click or tap here to enter text.	
Current year cost:	
Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/4/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF CAMI AGUAYO TO THE TOURISM & CULTURAL INVESTMENT

Agenda Wording

Mayor Brown has reappointed Cami Aguayo to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025.

Summary (Background)

The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Cami Aguayo to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Cami Aguayo to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Cami Aguayo will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <small>Click or tap here to enter text.</small> Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small>	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/3/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF JON ERICKSON TO THE TOURISM AND CULTURAL INVESTMENT

Agenda Wording

Mayor Brown has reappointed Jon Erickson to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025

Summary (Background)

Jon Erickson will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817. The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCOTT, ALEXANDER

Division Director

Accounting Manager

Legal

For the Mayor

SCOTT, ALEXANDER

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Jon Erickson to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Jon Erickson to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Jon Erickson will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/4/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF GINGER EWING TO THE TOURISM & CULTURAL (TACI)

Agenda Wording

Mayor Brown has reappointed Ginger Ewing to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025.

Summary (Background)

The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

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Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Ginger Ewing to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Ginger Ewing to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Ginger Ewing will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/4/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF MATT JENSEN TO THE TOURISM & CULTURAL INVESTMENT (TACI)

Agenda Wording

Mayor Brown has reappointed Matt Jensen to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025.

Summary (Background)

The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Matt Jensen to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Matt Jensen to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Matt Jensen will serve as one of three representatives of businesses required to collect hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/4/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF ROSE NOBLE TO THE TOURISM & CULTURAL INVESTMENT (TACI)

Agenda Wording

Mayor Brown has reappointed Rose Noble to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025.

Summary (Background)

The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCOTT, ALEXANDER

Division Director

Accounting Manager

Legal

For the Mayor

SCOTT, ALEXANDER

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Rose Noble to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Rose Noble to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Rose Noble will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/4/2024

Clerk's File #

CPR 2000-0031

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

RE-APPT OF ROWENA PINEDA TO THE TOURISM & CULTURAL INVESTMENT

Agenda Wording

Mayor Brown has reappointed Rowena Pineda to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 - December 31, 2025.

Summary (Background)

The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Committee Agenda Sheet

Select Committee Name

Committee Date	January 6, 2025
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Re-appointment of Rowena Pineda to the Tourism and Cultural Investment (TACI) Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has reappointed Rowena Pineda to the Tourism and Cultural Investment (TACI) Committee for a term of January 1, 2025 – December 31, 2025.</p> <p>Rowena Pineda will serve as one of three representatives of organizations involved in activities authorized to be funded by the revenue from the hotel/motel tax per RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment Grants Committee reviews, comments, and makes recommendations to the City Council on any proposal to increase the rate of the lodging tax, repeal an exemption from the lodging tax, or change the use of revenue received from the lodging tax as required as in RCW 67.28.1817.</p> <p>The Spokane Tourism and Cultural Investment grants are aimed at enhancing Spokane's tourism and cultural environment. Organizations, including non-profit agencies, for-profit agencies, and public agencies, can apply for these grants to fund projects, programs, events, and public or non-profit facilities that promote tourism and cultural investment.</p> <p>Projects that receive funds should promote cultural diversity, support various forms of cultural investment, and create new opportunities for tourism and cultural enrichment. Cultural activities can include sports, arts, street/park festivals, film, culinary, and music.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/18/2024

Clerk's File #

CPR 1991-0068

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

REAPPOINTMENT OF ALEX KNOX TO THE SPOKANE HUMAN RIGHTS

Agenda Wording

Mayor Brown has reappointed Alex Knox to the Spokane Human Rights Commission for a term of January 6, 2025 - January 6, 2028.

Summary (Background)

Reappointment of Alex Knox to the Spokane Human Rights Commission

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

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Narrative**Amount****Budget Account**

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCOTT, ALEXANDER

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

SCOTT, ALEXANDER

Distribution List

amcdaniel@spokanecity.org

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

12/18/2024

Clerk's File #

CPR 1991-0068

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

REAPPOINTMENT OF BRENNAN SCHREIBMAN TO THE SPOKANE HUMAN

Agenda Wording

Mayor Brown has reappointed Brennan Schreibman to the Spokane Human Rights Commission for a term of January 6, 2025 - January 6, 2028.

Summary (Background)

Reappointment of Brennan Schreibman to the Spokane Human Rights Commission

Lease? NO

Grant related? NO

Public Works? NO

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

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCOTT, ALEXANDER

Division Director

Accounting Manager

Legal

For the Mayor

SCOTT, ALEXANDER

Additional Approvals

Distribution List

amcdaniel@spokanecity.org



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 11/11/2024

Committee Agenda type: Discussion

Date Rec'd 11/13/2024

Clerk's File # OPR 2024-1005

Cross Ref #

Project #

Council Meeting Date: 11/25/2024

Submitting Dept HISTORIC PRESERVATION

Bid #

Contact Name/Phone MEGAN 6543

Requisition #

Contact E-Mail MDUVALL@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) JBINGLE ZZAPPONE KKLITZKE

Agenda Item Name 0470 - INTERLOCAL AGREEMENT BETWEEN CITY OF SPOKANE AND SPOKANE

Agenda Wording

Preservation services have been a partnership between the City and County since the 1980s. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and

Summary (Background)

Background/History: The Historic Preservation Office has been a joint City/County entity since its inception in the early 1980s. The Historic Preservation Office staffs the Spokane City/County Historic Landmarks Commission and provides staffing services to the County for historic preservation objectives. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and increases by 2.5% each year

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 0

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is a revenue generating Interlocal Agreement between the City and County to staff the County's Historic Preservation Program. Our current annual allocation from the County is \$40,000 per year.

Amount

Budget Account

Revenue \$ 50,000 annually with 2.5% increase # 0470 53610 99999 33772

Select \$ #

Select \$ #

Select \$ #

Select \$ #

Select \$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

and increases by 2.5% each year through 2030.

Summary (Background)

through 2030. This agreement would expand the period to 5 years from the current 3 years. The ILA is making its way through the Board of County Commissioners concurrently with the City's process, so funding amounts may change on the final contract.

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	mduvall@spokanecity.org
smacdonald@spokanecity.org	akiehn@spokanecity.org
klouden@spokanecity.org	korlob@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	11/11/24
Submitting Department	0470 – Historic Preservation
Contact Name	Megan Duvall
Contact Email & Phone	mduvall@spokanecity.org ; 509-625-6543
Council Sponsor(s)	CM Zappone; CM Bingle; CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Interlocal Agreement between City of Spokane and Spokane County for Preservation Services
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p><u>Background/History:</u> The Historic Preservation Office has been a joint City County entity since its inception in the early 1980s. The Historic Preservation Office staffs the Spokane City County Historic Landmarks Commission and provides staffing services to the County for historic preservation objectives. This is a continuation of previous ILAs between the City of Spokane and Spokane County for preservation services. The agreement provides \$50,000 for 2025 and increases by 2.5% each year through 2030. This agreement would expand the period to 5 years from the current 3 years. The ILA is making its way through the Board of County Commissioners concurrently with the City’s process, so funding amounts may change on the final contract.</p>
<p>Summary (Background)</p> <p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$0</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p>	
<p>Narrative: <u>This is a revenue generating Interlocal Agreement between the City and County to staff the County’s Historic Preservation Program. Our current annual allocation from the County is \$40,000 per year.</u></p>	
<p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Yes, this would be a 5-year agreement</p>	
<p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>	
<p>Other budget impacts: (revenue generating, match requirements, etc.) This allows the Historic Preservation Office to pursue interlocal agreements with small cities in Spokane County, list properties in unincorporated county on the Spokane Register of Historic Places, and offer incentives to property owners who make significant improvements to those properties.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p>	

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?

That specific data is not something that is collected by the Historic Preservation Department.

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

The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane and Spokane County. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.

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 is exclusively a contract to provide services to the unincorporated County and small communities.

**HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2025-December 31, 2029)**

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as “CITY”, and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining “certified status”

The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2025 and run through December 31, 2029 unless terminated earlier by the PARTIES.

SECTION NO. 4: COMPENSATION/FINANCING

The COUNTY’S funding toward the City Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2025 to December 31, 2025 FIFTY THOUSAND DOLLARS (\$50,000), January 1, 2026 to December 31, 2026 FIFTY-ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$51,250), and January 1, 2027 to December 31, 2027 FIFTY-TWO THOUSAND FIVE HUNDRED AND THIRTY ONE DOLLARS (\$52,531), January 1, 2028 to December 31, 2028, FIFTY-THREE THOUSAND EIGHT-HUNDRED FORTY FOUR DOLLARS (\$53,844), and January 1, 2029 to December 31, 2029, FIFTY-FIVE THOUSAND ONE HUNDRED AND NINETY DOLLARS (\$55,190)This amount may be reviewed annually and modified only by mutual agreement of the PARTIES.

SECTION NO. 5: PAYMENT

Under this Agreement, the COUNTY shall pay the CITY FIFTY THOUSAND DOLLARS (\$50,000) in calendar year 2025 payable in equal semi-annual installments of TWENTY FIVE THOUSAND DOLLARS (\$25,000). In calendar year January 1, 2026 to December 31, 2026 FIFTY-ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$51,250) payable in equal semi-annual installments of TWENTY FIVE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$25,650). In calendar year January 1, 2027 to December 31, 2027 FIFTY-TWO THOUSAND FIVE HUNDRED AND THIRTY ONE (\$52,531) payable in equal semi-annual installments of TWENTY-SIX THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS (\$26,265.50). In calendar year January 1, 2028 to December 31, 2028, FIFTY-THREE THOUSAND EIGHT-HUNDRED FORTY FOUR DOLLARS (\$53,844) payable in equal semi-annual installments of TWENTY-SIX THOUSAND NINE HUNDRED TWENTY TWO DOLLARS (\$26,922). In calendar year January 1, 2029 to December 31, 2029, FIFTY-FIVE THOUSAND ONE HUNDRED AND NINETY DOLLARS (\$55,190) payable in equal semi-annual installments of TWENTY-SEVEN THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$27,595).

The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.

The CITY shall make a request for payment to the County’s representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer’s Investment Pool.

The Historic Preservation Office will provide an annual report of activities as outlined in Attachment "A."

SECTION NO. 6: ADMINISTRATION

- A. The City of Spokane Community and Economic Development Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.

- B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Community and Economic Development Director.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or

negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 10: AMENDMENTS

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

SECTION NO. 11: COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 12: ASSIGNMENTS

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

SECTION NO. 13: SEVERABILITY

If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If

it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

SECTION NO. 14: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: TERMINATION

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

SECTION NO. 17: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: AUDIT/RECORDS

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, 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.

SECTION NO. 20: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Community and Economic Development Director or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

SECTION NO. 21: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 22: SURVIVAL

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 23: PUBLICATION

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- A. **Purposes:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.100 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk.

The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.

- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

JOSH KERNS, Vice Chair

Ginna Vasquez
Clerk of the Board

AL FRENCH, Commissioner

AMBER WALDREF, Commissioner

CHRIS JORDAN, Commissioner

**ATTACHMENT “A”
Scope of Work
January 1, 2025-December 31, 2029
Historic Preservation Interlocal Agreement Services**

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain “Certified” Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.

OPR 2024-1005 (WILKERSON AMENDMENT)(12-18-24)

Strike the agreement currently in the consent agenda and substitute the attached agreement in its place.

PURPOSE OF THE AMENDMENT: The attached item is a 2-year continuation of the existing contract with the county to provide historic preservation services. It is scheduled for council consideration on January 6. After the item was first added to the council queue it was revised twice, and this second revision was by the county to add a cover sheet and to renumber the provisions. No substantive changes were made and the City's legal department is fine with this latest revision.

**HISTORIC PRESERVATION INTERLOCAL AGREEMENT BETWEEN SPOKANE
COUNTY AND THE CITY OF SPOKANE
(JANUARY 1, 2025-DECEMBER 31, 2026)**

1. Contracted Agency City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201	2. Award Amount (up to) \$90,000.00	3. Tax ID# 91-6001280
4. Contracted Agency Representative Steven MacDonald, Director City of Spokane, Community and Economic Development Department 808 West Spokane Falls Blvd. Spokane, WA 99201 (509) 509-625-6835 smacdonald@spokanecity.org	5. Spokane County Program/Contract Manager Heather Arnold, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7272 harnold@spokanecounty.org	
6. UEI # PDNCLY8MYJN3	7. Start Date 01/01/2025	8. End Date 12/31/2026
9. CFDA # Not Applicable	10. Funding Source: County General Fund	
11. Contract Number and Purchasing No 25GF2219		
12. Contract Purpose & Description: This contract is for the continued relationship between the City of Spokane and Spokane County in order to provide for historic preservation services.		
13. IN WITNESS WHEREOF SPOKANE COUNTY and the CITY OF SPOKANE acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Amendment as of the date below. This Agreement Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CITY OF SPOKANE: _____ Signature Date _____ Name _____ Title	FOR SPOKANE COUNTY: _____ Signature Date _____ Name _____ Title	

(FACE SHEET)

THIS AGREEMENT, made and entered into by and between the **City of Spokane**, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, hereinafter referred to as “CITY”, and the **County of Spokane**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

2. SCOPE OF SERVICES

- 2.1. Historic preservation services are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:
 - 2.1.1. Identifying and monitoring historic resources
 - 2.1.2. Providing community services
 - 2.1.3. Maintaining “certified status”
- 2.2. The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

3. DURATION

- 3.1. This Agreement shall be effective January 1, 2025 and run through December 31, 2026 unless terminated earlier by the PARTIES.

4. COMPENSATION/FINANCING

- 4.1. The COUNTY'S funding toward the CITY Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2025 to December 31, 2025 Forty-Five Thousand Dollars (\$45,000.00), and January 1, 2026 to December 31, 2026 Forty-Five Thousand Dollars (\$45,000.00). This amount may be reviewed annually and modified only by mutual agreement of the PARTIES.

5. PAYMENT

- 5.1. Under this Agreement, the COUNTY shall pay the CITY Forty-Five Thousand Dollars (\$45,000.00) in calendar year 2025 payable in equal semi-annual installments of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00). In calendar year January 1, 2026 to December 31, 2026 Forty-Five Thousand Dollars (\$45,000.00) payable in equal semi-annual installments of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).
- 5.2. The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.
- 5.3. The CITY shall make a request for payment to the COUNTY's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the COUNTY based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.
- 5.4. The Historic Preservation Office will provide an annual report of activities as outlined in Attachment "A."

6. ADMINISTRATION

- 6.1. The City of Spokane Community and Economic Development Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- 6.2. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Community and Economic Development Director.

7. NOTICE

- 7.1. All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Spokane County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

8. LIABILITY

- 8.1. The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.
- 8.2. The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.
- 8.3. If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- 8.4. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- 8.5. Each Party's duty to indemnify shall survive the termination or expiration of the agreement.
- 8.6. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES specifically negotiated this provision.

9. RELATIONSHIP OF THE PARTIES

- 9.1. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

10. AMENDMENTS

- 10.1. This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

11. COMPLIANCE WITH LAWS

- 11.1. The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

12. ASSIGNMENTS

- 12.1. This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

13. SEVERABILITY

- 13.1. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

14. COUNTERPARTS

- 14.1. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

15. VENUE STIPULATION

- 15.1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

16. TERMINATION

- 16.1. Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

17. HEADINGS

- 17.1. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

18. ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

- 18.1. This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

19. AUDIT/RECORDS

- 19.1. The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, 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.

20. PARTIES REPRESENTATIVES

- 20.1. The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Community and Economic Development Director or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

21. NO THIRD-PARTY BENEFICIARIES

- 21.1. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

22. SURVIVAL

- 22.1. Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

23. PUBLICATION

- 23.1. CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

24. RCW 39.34 REQUIRED CLAUSES

- 24.1. **Purposes:** See Section No. 1 above.
- 24.2. **Duration:** See Section No. 3 above.
- 24.3. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.100 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.
- 24.3. **Responsibilities of the Parties:** See provisions above.
- 24.4. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.

- 24.5. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 24.6. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

SIGNATURES BEGIN ON THE NEXT PAGE

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

PASSED AND ADOPTED this _____ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

Chair

Vice-Chair

Commissioner

ATTEST:

Commissioner

Ginna Vasquez, Clerk of the Board

Commissioner

EXHIBIT A
SCOPE OF WORK
January 1, 2025-December 31, 2026
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain “Certified” Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 12/02/2024

Committee Agenda type: Consent

Date Rec'd

11/21/2024

Clerk's File #

OPR 2024-0835

Cross Ref #

Project #

Council Meeting Date: 12/16/2024

Submitting Dept

CITY ATTORNEY

Bid #

Contact Name/Phone

MIKE PICCOLO 6237

Requisition #

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

Outside Counsel Amendment with Bryan Cave Leighton Paisner, LLP, Saint Louis, MO for Legal Services in the matter of Currie, et al., v. City of Spokane

Summary (Background)

The City has an existing contract with Bryan Cave Leighton Paisner, LLP as outside counsel services and advice in the legal matter of Currie, et. al., v. City of Spokane. This is a lawsuit against the City alleging violations of the constitutional rights of unhoused individuals under the SMC. The case is in the discovery phase of litigation. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ 50,000

TBD

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

Legal

SCHOEDEL, ELIZABETH

For the Mayor

Additional Approvals

Distribution List

Randall Thomsen, Randall.Thomsen@bcplaw.com

mpiccolo@spokanecity.org

lsmithson@spokanecity.org

nodle@spokanecity.org

ahaile@spokanecity.org

rhulvey@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	12/2/24
Submitting Department	Legal
Contact Name	Michael J. Piccolo
Contact Email & Phone	MPiccolo@spokanecity.org - #6283
Council Sponsor(s)	CM Bingle and CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City has an existing contract with Bryan Cave Leighton Paisner, LLP., as outside counsel services and advice in the legal matter of <u>Currie, et. al., v. City of Spokane, et. al.</u>, this is a lawsuit against the City alleging violations of the constitutional rights of unhoused individuals under the SMC. The case is in the discovery phase of litigation.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>100,000.00</u></p> <p> Current year cost: 100,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 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

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



City of Spokane
CONTRACT AMENDMENT #1
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **BRYAN CAVE LEIGHTON PAISNER LLP.**, whose address is 999 Third Avenue, Suite 4400, Seattle, Washington 98104-4017, as ("Firm"), individually hereafter referred as a "Party", and together referenced as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of **Currie, et. Al., v. City of Spokane, et. Al.**, Spokane County Superior Court Cause No. 24-2-03708-32, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated September 20, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on September 1, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

BRYAN CAVE LEIGHTON PAISNER LLP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

24-250



< Business Lookup

License Information:

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

Entity name: BRYAN CAVE LEIGHTON PAISNER LLP

Business name: BRYAN CAVE LEIGHTON PAISNER LLP

Entity type: Limited Liability Partnership

UBI #: 605-176-443

Business ID: 001

Location ID: 0001

Location: Active

Location address: 211 N BROADWAY
STE 3600
SAINT LOUIS MO 63102-2726

Mailing address: 211 N BROADWAY
STE 3600
SAINT LOUIS MO 63102-2726

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Sep-30-2025	Sep-12-2024

Governing People May include governing people not registered with Secretary of State

Governing people	Title
WRIGHT, PHILIP	

The Business Lookup information is updated nightly. Search date and time: 9/13/2024 1:04:55 PM

Contact us

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January 3, 2024

Bryan Cave Leighton Paisner LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Bryan Cave Leighton Paisner LLP has Professional Liability Coverage under Policy LPL-1963-2024 with limits of liability not less than \$25,000,000 per claim and \$25,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2024 to January 1, 2025.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/3/2024

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 12/16/2024**Committee Agenda type:** Consent**Date Rec'd**

12/4/2024

Clerk's File #

OPR 2019-0995

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

SOLID WASTE DISPOSAL

Bid #

IRFP 5086-19

Contact Name/Phone

DAVID PAINE 625-6878

Requisition #

CR 27003

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT AMENDMENT FOR MOTOR REPAIRS

Agenda Wording

Contract amendment with cost with Integrated Power Services, LLC. dba Eastside Electric Motors, LLC. for off-site motor repairs for the Waste to Energy Facility from 1/1/2024-12/31/2024. An additional \$16,000.00 is needed (annual total of \$48,000).

Summary (Background)

The Waste to Energy Facility utilizes various motors in its operations that require repairs and maintenance. Based on their response to IRFP 5086-19, Eastside Electric Motors was awarded a one year contract with the possibility of four additional one year renewals for these off-site motor repair services. Unanticipated repair needs during their final renewal exceeded the remaining funds and put the lifetime amount of the contract at \$146,000.00 so council approval is now needed to add funds.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 16,000.00

Current Year Cost \$ 32,000.00

Subsequent Year(s) Cost \$

Narrative

This is a repair and maintenance service expense that is planned for in the Solid Waste Disposal budget, even if it is not utilized in its entirety or at all in any given year. The additional expense in 2024 will likely result in reduced spend in 2025.

Amount**Budget Account**

Expense \$ 16,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	MILLER, KATHERINE E
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Joseph DiPietro, jdipietro@IPS.US	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract amendment for off site motor repairs for the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes various motors in its operations that require repairs and maintenance.</p> <p>In September of 2023, based on their response to IRFP 5086-19, Eastside Electric Motors (Spokane Valley, WA) was awarded a one year contract with the possibility of four additional one year renewals for these off-site motor repair services. Their current contract is from Jan. 1, 2024 through Dec. 31, 2024 and a total cost not to exceed \$32,000.00. However, due to several unanticipated repairs needed recently, an additional \$16,000.00 is needed to cover those costs. The additional funds will put the annual amount at \$48,000.00, but the lifetime amount of the contract is now \$146,000.00 so council approval is needed.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$16,000.00</u></p> <p> Current year cost: \$32,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is an as-needed repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget, even if it is not utilized in its entirety or at all in any given year. The additional expense in 2024 will likely result in reduced spend in 2025 for these services.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works 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

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

Not applicable



City of Spokane
CONTRACT AMENDMENT
Title: **Offsite Motor Reconditioning – IRFP 5086-19**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Integrated Power Services, LLC., dba Eastside Electric Motors, LLC.**, whose address is 3712 North Flora Road, Spokane Valley, Washington 99216 (**Remittance Address: PO Box 601492, Charlotte, North Carolina 28260-1492**), as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide Off-Site Motor Reconditioning for the Waste to Energy Facility; and*

WHEREAS, additional funds are required due to additional Work that had to be done, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 19, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2024, and shall end December 31, 2024.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

Unanticipated Extra Work on Multiple Motor Repairs in 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00)** plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**INTEGRATED POWER SERVICES, LLC.
dba EASTESIDE ELECTRIC MOTORS, LLC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

N/A

U2024-119



< Business Lookup

License Information:

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

Entity name: EASTSIDE ELECTRIC MOTORS, L.L.C.

Business name: EASTSIDE ELECTRIC MOTORS, L.L.C.

Entity type: [Limited Liability Company](#)

UBI #: 602-210-560

Business ID: 001

Location ID: 0002

Location: Active

Location address: 3712 N FLORA RD
SPOKANE VALLEY WA 99216-1711

Mailing address: 3712 N FLORA RD
SPOKANE VALLEY WA 99216-1711

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12037840BUS			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business	02744			Active	Jun-30-2025	Apr-16-2004

Governing People May include governing people not registered with Secretary of State

Governing people	Title
MARTIN, JASON	
ZULEGER, JOHN P.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/24/2024 9:06:27 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2024

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

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

PRODUCER Edgewood Partners Ins Center One State Street Plaza New York NY 10004 License#: 0B29370	CONTACT NAME: Certificate Unit PHONE (A/C No. Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Integrated Power Services, LLC. and subsidiary companies as listed in the accompanying attachment 250 Executive Center Drive, Suite 201 Greenville SC 29615 IP/LLC	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 938547191

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	1000090494241	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000198911241	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	1000095450241	6/1/2024	6/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100 0002837	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: City of Spokane Waste to Energy Facility
 City of Spokane, to the extent required by written contract is an additional insured with respect to general liability and auto liability. A waiver of subrogation applies in favor of the additional insured to the extent required by written contract as allowed by applicable law with respect to general liability and auto liability.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Integrated Power Services LLC

Attachment to Certificate of Insurance

June 1, 2024 – June 1, 2025

U.S. Subsidiaries

- Integrated Power Services, LLC
- Integrated Power Services Holdings, Inc.
- Integrated Power Services Intermediate Holdings, Inc.
- 6312 South 78th Street LLC
- A+ Electric Motor, Inc
- Bay Area Investments Inc
- C.H.W. Enterprises LLC dba Industrial Electric Machinery
- Charter Contact & Supply, LLC
- Cleveland Rebabbiting Services, Inc.
- Continental Electric Motor Parts And Repairs, LLC
- Delta Electric Motors, Inc.
- Eastside Electric Motors, LLC
- Electric Motor Services Limited
- Electro-Mec, Inc.
- EPIC Manufacturing Solutions d/b/a Wind Solutions, LLC
- Evans Enterprises, Inc
- Excel Apparatus Services, Inc
- Glassport Realty, Ltd
- Griggs Associates, LLC
- Industrial Electric Motor Works, Inc
- Industrial Panel Company, LLC
- KTS Holdings, LLC
- Lighthouse Global Energy, LLC
- MG-LG Properties, LLC
- Mid-South Electrical Supply, LLC
- Monarch Electric Services Company
- Monarch Electric, LLC
- National Electrical Services, Inc. Db a National Field Services
- National Switchgear Holding LLC
- National Switchgear Systems, Inc.
- Pennsylvania Electric Coil, Ltd
- Pompano Power and Marine LLC
- Power Services Holding Company, Inc.
- Precision Electrical Motor Works, Inc.

- R.A. Reed Electric Company LLC
- Reed Electric & Field Services
- Rotek Services, Inc.
- Sailfish Reef LLC
- Snook Holdings LLC
- South-East Switchgear, LLC
- Southland Automation, LLC
- Southland Electrical Supply Co., Inc.
- Southland Equipment Rental, LLC
- Tampa Armature Works Inc
- Tampa Armature Works, Inc-DBA TAW Custom Equipment
- Tampa Armature Works, Inc-DBA TAW Equipment Services
- Tampa Armature Works, Inc-DBA TAW Tampa Services Center
- TAW Georgia Services Center Inc
- TAW Holding Group, Inc (Parent)
- TAW Inc
- TAW IP Inc
- TAW Jacksonville Service Center Inc
- TAW Jacksonville Service Center Real Estate LLC
- TAW Lake City Service Center Inc
- TAW Lakeland TFS Real Estate LLC
- TAW Miami Service Center Inc
- TAW Orlando Service Center Inc
- TAW Orlando Service Center Real Estate LLC
- TAW Payroll
- TAW Power Systems, Inc.
- TAW Real Estate Holding LLC
- TAW Tampa Service Center Real Estate LLC
- TAW Technical Field Services Inc
- Trico TCWind, Inc.
- Wind Solutions, LLC
- Midwest Switchgear Services, LLC
- Integrated Power Services LLC dba Swiger Coil Systems
- Cortes Industrial Organization Inc.
- B&B Transformer Inc

Canada Subsidiaries

- Integrated Power Services Canada Inc.
- Integrated Power Services, Inc.
- A/O KVA DYNAMO INC.
- A/O B.B. DYNAMO & ARMATURE LTD.
- A/O KING'S ELECTRIC MOTORS LTD.
- Tesco Industries, Inc.
- Surplec Inc.

- Electric Motor Service Limited
- Dual Electrotech Inc.
- MDL Energie inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS
AMENDATORY ENDORSEMENT**

Policy Number: 1000198911231

Effective Date: 06/01/2023

Named Insured: Integrated Power Services, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your use of a covered “auto”. However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Where Required By Written Contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd

12/4/2024

Clerk's File #

OPR 2025-0003

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept

SOLID WASTE DISPOSAL

Bid #

ITB 6083-24

Contact Name/Phone

DAVID PAINE 625-6878

Requisition #

CR 27000

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT AWARD FOR INSULATION SERVICES

Agenda Wording

Contract award to BrandSafway Services, LLC (Pasco, WA) for insulation services at the Waste to Energy Facility from 2/1/2025-1/31/2026 and a total cost not to exceed \$200,000.00 plus tax.

Summary (Background)

During outages at the Waste to Energy Facility, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages. On Oct. 28, 2024 bidding closed on ITB 6083-24 for these services. BrandSafway Services, LLC was the only respondent. The contract would be for one year with the option of one additional one-year renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000.00

Current Year Cost \$ 200,000.00

Subsequent Year(s) Cost \$

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.

Amount

Budget Account

Expense \$ 200,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	MILLER, KATHERINE E
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Jorge Torres, jtorres4@brandsafway.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for insulation services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During outages at the Waste to Energy Facility, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.</p> <p>On October 28, 2024 bidding closed on ITB 6083-24 for these services. BrandSafway Services, LLC (Pasco, WA) was the only respondent. The contract award would be for one year with the option of one additional one-year renewal, not to exceed two years. The term of the contract would be from February 1, 2025 through January 31, 2026 with a total cost not to exceed \$200,000.00 plus tax.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$200,000.00 plus tax</u></p> <p> Current year cost: \$200,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is a routine repair and maintenance service expense that was planned for in the Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works 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

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

Not applicable



City of Spokane
PUBLIC WORKS AGREEMENT
Title: **INSULATION SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC.**, whose address is 1523 East Hillsboro, Pasco, Washington 99301, as (“Contractor”) individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Contract is to provide Insulation Services: Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and installation of Removable Insulation Blankets, in accordance with ITB 6083-24 at the Waste to Energy Facility; and

WHEREAS, the Contractor has been selected through ITB 6083-24 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and ends on January 31, 2026, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed for a one (1) additional one-year period with the total contract period not to exceed two (2) years, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor shall provide Insulation Services, in accordance with their response to ITB 6083-24 attached as Exhibit C.

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 **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, plus sales tax if applicable, in accordance with Response to Request to ITB, attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk’s File No. “OPR 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.

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. LIQUIDATED DAMAGES.

In the event the Contractor fails to complete the work within the time limit or any agreed upon time extension, liquidated damages shall be paid to the City of Spokane in the amount of **FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00)** per working day until the work is satisfactorily completed.

7. PREVAILING WAGES.

The following public works requirements apply to the work under this Agreement.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

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

industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

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

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30 days). The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. 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.

13. 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.\

14. 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. **If City approves Contractor's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Contractor obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** 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.

15. 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.

16. 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.

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. 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.

19. 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.

20. 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.

21. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and

are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's ITB 6083-24 Bid Response Summary dated October 28, 2024.

24-243

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.

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



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

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C

Bid Response Summary

Bid Number ITB 6083-24
Bid Title Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets - Prevailing Wage
Due Date Monday, October 28, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company BrandSafway Services, LLC
Submitted By Lori Scott - Monday, October 28, 2024 12:08:22 PM [(UTC-08:00) Pacific Time (US & Canada)]
 Iscott@brandsafway.com 509-542-1675
Comments

Question Responses

Group	Reference Number	Question	Response
MANDTORY Pre-Bid			
	#1	A MANDATORY pre-bid conference will be held on Friday, October 4, 2024, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. FIELD VERIFICATION REQUIRED. The Bidder is entirely responsible for inspecting all site conditions prior to submitting a service bid. This meeting is MANDATORY ONLY for those companies who have not previously performed Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets at the City of Spokane Waste to Energy Facility.	Acknowledged
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & email address:	BrandSafway Services LLC Vaughn Brown 1523 E Hillsboro Pasco, WA 99301 509-542-1675 office 509-619-9195 cell vbrown@brandsafway.com
	#2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	BrandSafway Services LLC Jorge Torres 1523 E. Hillsboro Pasco, WA 99301 509-542-1675 Office jtorres4@brandsafway.com
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS			

<p>#1</p>	<p>The Vendor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	<p>YES</p>
<p>TERMS AND CONDITIONS</p>		
<p>#1</p>	<p>Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I Do Not Agree or Acknowledge", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.</p>	<p>I Agree and Acknowledge</p>
<p>#1.2</p>	<p>EXCEPTION: If you took exception to above, upload here.</p>	
<p>#2</p>	<p>ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.</p>	<p>I certify</p>
<p>Technical Group</p>		
<p>#1</p>	<p>How many Addenda do you acknowledge receipt of?</p>	<p>One</p>
<p>#2</p>	<p>Please complete and upload Bid Proposal Pages 15 - 19 of the ITB 6083-24 Document in the Documents tab</p>	<p>ITB #6083-24 PROPOSAL.pdf</p>
<p>#3</p>	<p>Please complete and upload Subcontractor List - Page 20 of the ITB 6083-24 Document in the Documents tab</p>	<p>SUBCONTRACTOR LIST.pdf</p>
Empty row for additional questions		

#4	Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) per working day until the work is satisfactorily completed.	I Agree and Acknowledge
#4.1	If you took exception to above, explain in detail.	
#5	Bidder has reviewed Attachment 1, "Insulation and Jacket Cut Sheets" containing: Insulation Board with ECOSE Tech, Fiberglass Pipe Insulation, Aluminum Jacketing located in the Document in the Documents tab.	I Agree and Acknowledge
#5.1	Does Bidder intend to use an or-equal?	Yes
#5.2	If Bidder intends on using an "or-equal" in regards to specifications stated in "Atch-1 Insulation and Jacket Cut Sheet" Bidder must upload "or equal specifications" here for City's review, or bidder may not be considered a responsible bidder. Upload Here.	
#6	Acknowledge that you have read and understand the following Contract Completion Time Paragraph. The bidder must adhere to the City's outage schedule.	I Agree and Acknowledge
#7	Supplemental Bidder Responsibility: Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	Acknowledged
#7.1	Please complete and upload "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" Pages 23 - 27 of the ITB 6083-24 Document in the Documents tab.	ITB 6083-24 SUPPLEMENTAL .pdf
#7.1.1	If not uploaded above, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I Agree and Acknowledge
ADDITIONAL INFORMATION		
#1	If you have additional information/documents to submit, upload them here.	SAFETY.pdf
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	
#4	If you have additional information/documents to submit, upload them here.	

Addendum 1
10/7/2024

ITB 6083-24

Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets - Prevailing Wage

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

Addendum 1 provides questions and responses that were asked during the Mandatory Pre-Bid Conference that was held Friday, October 4, 2024 at 10:00 am., at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. This meeting is MANDATORY ONLY for those companies who have not previously performed Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets at the City of Spokane Waste to Energy Facility.

Addendum also provides a copy of the sign-in sheet pertaining to Mandatory Pre-bid.

QUESTIONS: No questions were asked.

ITB 6083-24, Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets - Prevailing Wage			
MANDATORY pre-bid conference was held on Friday, October 4, 2024 at 10:00 am, at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. <u>This meeting was MANDATORY ONLY for those companies who have not previously performed Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets at the City of Spokane Waste to Energy Facility.</u>			
Company Name	Individual's Printed Name	Signature	Email address
Brandsefway	Ryan Scott		rscott@brandsefway.com

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Company

Signature

These Next Five Pages (Pages #15 - 19) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #2.

To: Honorable Mayor
 Members of the City Council
 City of Spokane, Washington

PROJECT: # ITB #6083-24,
 Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets -Prevailing Wages

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.

BID OFFER.

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

February 1, 2025 Through January 31, 2026:

<u>ITB 6083-24 Pricing Page</u>	
Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. The City shall issue payment in the applicable amount set forth on the Pricing Page for services performed and accepted	
Scheduled Service	For evaluation purposes, two 800-hour Scheduled Services Calls, for an annual estimated total of 1,600 hours, of which 80% (1,280 hours) would be evaluated at bidder's "averaged-hourly classification-rate for straight time" and 20% (320 hours) would be at the evaluated at bidder's "averaged-hourly classification rate for time-and-half".
Unscheduled Service	For evaluation purposes, an annual estimate of 100-hours for As-Needed Service would be evaluated at Bidder's "averaged-hourly classification rate for straight time".
Pricing will be fixed for the first twelve (12) months and Contractor can request pricing changes with justification during the anniversary month of the contract	
All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	
Bidder To Define What Constitutes "Straight Time":	4-10's Monday through Thursday
Bidder To Define What Constitutes "Time and 1/2"	All hours worked after 10 hours Monday through Thursday, Fridays, & Saturday's

Bidder To Define What Constitutes "Double-Time"	All hours worked over 12 hours and Sundays & Holiday's Labor Day is Tripple Time		
Estimated Labor Hours 500 to 800 Hours, More Or Less	Hourly Rates		
Classifications	Straight Time	Time and 1/2	Double Time
General Foreman Insulator	\$ 113.36	\$ 150.18	\$ 186.99
Foreman Insulator	\$ 106.08	\$ 139.52	\$ 172.95
Journeyman Insulator	\$ 99.48	\$ 129.90	\$ 160.32
Apprentice	\$ 88.76	\$ 114.09	\$ 139.31
Insulator Improver	\$ N/A	\$ N/A	\$ N/A
(other)	\$	\$	\$
(other)	\$	\$	\$
Averaged-Hourly Rate	\$ 101.92	\$ 133.43	\$ 164.89
Cost Per Day			
Travel In Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather state total cost to be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.			\$ 90.00
Bidder To Define What Constitutes "Travel In Cost":	Average Miles from Tri-Cities to WTE facility at .66 a mile.		
Travel Out Cost if Applicable. Total Cost To Be Incurred per Scheduled Service or Unscheduled Service. Do not state cost per mile, rather cost that would be incurred based on job site location 2900 S. Geiger Blvd, Spokane WA, 99224. Do Not State Cost Per Mile.			\$ 90.00
Bidder To Define What Constitutes "Travel Out Cost":	Average miles back to Tr-Cities at .66 a mile		
Contractor's Equipment Cost Per Day. List All Contractor's Equipment Comprising Total "Cost Per Day" Cost			Daily Cost
Contractor's Equipment List			
Service Truck			\$ 55.00
			\$

		\$
		\$
		\$
		\$
Additional Equipment	COST	Markup %
Rented Equipment & Tools Mark Up Percent	Actual	15 %
Bill Of Material Percentage Mark Up Percent	Actual	15 %
Applicable Sale Tax		9.0%
List Any Other Cost That Would Be Incurred Not Listed Above		
Description	Cost	
Subsistence if applicable	\$ 135.00	
	\$	
	\$	
	\$	

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal. The last addenda, if needed, would be issued October 21, 2024.

CONTRACT COMPLETION TIME.

The bidder must adhere to the City's outage schedule.

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 FIFTY THOUSAND DOLLARS (\$50,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. BRANDSL820M6
(must be in effect at time of bid submittal)

U.B.I. Number 601 577 044

Washington Employment Security Department Number 816201-00-7

Washington Excise Tax Registration Number 601 577 044

City of Spokane Business License Number 601577044 001 0005

(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.

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

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

Name of Bidder: BrandSafway Services LLC

Signature of Bidder's Authorized Representative

Branch Manager

Title

1523 E. Hillsboro Pasco, WA 99301

Address

1-509-542-1675

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 10/28/2024
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

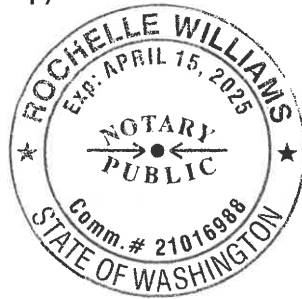
I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 10/28/24
date

(Seal Or Stamp)

Rochelle Williams
Signature of Notary Public

My appointment expires 4-15-25




Next Five Pages (Pages #23 – 27, plus as needed) Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6, else provide within 24 hours after notification.



City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping and Fabrication of and Installation of Removable Insulation Blankets	
Project # ITB 6083-24	
Part A: General Company Information	
Company Name BrandSafway Services LLC	
Address 1523 E. Hillsboro Pasco, WA 99301	
Contact Name and Title Jorge Torres	
Contact Phone 1-509-542-1675	Contact E-mail jtorres4@brandsafway.com
Years in business as a Prime Contractor	Years in business as a sub-contractor
Years in business under present Name 8	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years N/A	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If “Yes” attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
Part E: Safety	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate	

below industry average and no OSHA Violations for the past 3 years.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part H. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part I. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part J. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation		
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.		
Part L: Delinquent State Taxes		
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".		
Part M: Subcontractor Responsibility		
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.		
Signature The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.		
Signature of Authorized Representative		Date 10/28/2024
		
Printed Name of Authorized Representative	Jorge Torres	Title Branch Manager

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

<p>Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.</p>			
<p>PROJECT DETAIL</p>			
<p>Bidder's Company Name BrandSafway Services LLC</p>		<p>Bidders Contact Name & Phone Number Jorge Torres 509-542-1675</p>	
<p>Project Name Insulation Services at WTE Facility</p>		<p>Project Contract Number PW ITB 5130-19</p>	
<p>Project Owner City of Spokane</p>		<p>Project Location 2900 S Geiger Blvd. Spokane, WA</p>	
<p>Project Owner Contact Name & Title David Paine</p>		<p>Owner's Telephone Number 1-509-625-6878</p>	
<p>Notice to Proceed Date 2-1-2020</p>	<p>Final Completion Date 1-31-2025</p>	<p>Awarded Contract Value \$100,000</p>	<p>Final Contract Price 350,000</p>
<p>Prime Contractor Name (If Not Bidder)</p>		<p>Contractor Contact Name & Phone Number (If Not Bidder)</p>	
<p>Brief Project Description Insulation Services</p>			
<p>Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</p> <p>Removal of Insulation and Cladding for Boiler walls and other areas as needed. Replacement of the insulation as well as fabrication and installation of removable insulation blankets.</p>			

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

**Email (preferable) RRinderle@spokanecity.org
with the Email Subject line: Insulation Services; Removal and Replacement of Insulation and Cladding for Boiler Walls and Piping, and Fabrication of and Installation of Removable Insulation Blankets -Prevailing Wages**

Questions: Please call (509) 625-6527

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
------------------------	--	--	--

(G) 0 (H) 1 (I) 2 (J) 0

Number of Days

Total number of days away from work

(K) 4 (L) 22

Injury and Illness Types

Total number of ... (M)	(1) Injuries	(4) Poisonings
	3	0
	(2) Skin disorders	(5) Hearing loss
	0	0
	(3) Respiratory conditions	(6) All other illnesses
	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data, record, and complete and review the collection of information. Persons are not required to respond if the collection of information for this form no longer collects information that provides any benefit to you or your business, or if you no longer use the information that provides any benefit to you or your business. Send comments on this burden estimate and any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20201. Do not send the completed forms to this office.



Year 2021

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name BrandSafeway Services, LLC - Industrial Ssg
 Street 1325 Cobb Int. Dr., Ste. A

City Kennesaw State GA ZIP 30125

Industry description (e.g., *Manufacture of motor truck trailers*)

Specialty Trade Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR

North American Industrial Classification (NAICS) if known (e.g., 336212)
288990

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 434

Total hours worked by all employees last year 901,980

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]

President

Company executive

Phone 678.763.5684

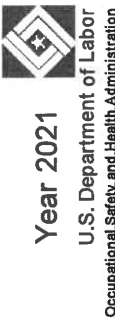
Title 1/28/2022

Date

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176
 Establishment name: BrandsSafety Services, LLC - Industrial Seg
 City: Kennesaw State: GA

Identify the person		Describe the case		Classify the case		CHECK ONLY ONE box for each case based on the most serious outcome for that case.		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
(A) Case No.	(B) Employee's name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death from work	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
2021-865-140	UNION CARPENTER		06/29	Intel WWTP	Area of Bodily Injury	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	0	9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2021-865-157	Painter 2		07/29	AWN Pit	Head-Facial Bones / Right Side / Bruise (Contusion) / Hand Tools / 3 1/2" long flashlight	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2021-873-027	Carpenter		12/15	Rail Car #7	Lower Extremities-Hip / Left Side / Bruise (Contusion) / Environmental Conditions / Wet surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	0	13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."
Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases		
Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	0 (J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	14 (L)

Injury and Illness Types	
Total number of ... (M)	
(1) Injuries	2 (4) Poisonings 0
(2) Skin disorders	0 (5) Hearing loss 0
(3) Respiratory conditions	0 (6) All other illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3604, 200 Constitution Avenue, NW, Washington, DC 20210. Do not mail the completed forms to this office.

Establishment information	
Your establishment name	Brand Railway Services, LLC - Industrial Segment
Street	1325 Cobb Int. Dr., Ste. A
City	Kennesaw
State	GA
ZIP	30152
Industry description	(e.g., Manufacture of motor truck trailers)
Specialty Trade Contractor	
Standard Industrial Classification (SIC), if known	(e.g., SIC 3715)
OR	
North American Industrial Classification (NAICS) if known	(e.g., 336212)
	238990
Employment information	
(If you don't have these figures, see the Worksheet on the back of this page to estimate.)	
Annual average number of employees	445
Total hours worked by all employees last year	925,594
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company Representative	President
505-520-8387	1/31/2023
Phone	Date

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0178
Establishment name: BrandSafeway Services, LLC - Industrial Segment
City: Kennesaw State: GA

Identify the person		Describe the case				Classify the case		Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:							
(A) Case No.	(B) Employee's name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death from work	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
2022-710- WAJUNA-003- 001		Scaffolder	06/28	Scaffold Trailer	Head-Skull / Right Side / Laceration / Vehicles / Side by Side 4 Seat ATV Gator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2022-873-014		UNION LABORER	05/25	Fan Deck	Upper Back Area (Thoracic Area) / Right and Left Side: / Burn, Thermal / Pipe / Hot liquid	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0	7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Page Totals -> 0 0 2 0 0 0 14 2 0 0 0 0 0 0 0 0 0 0

Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Summary of Work-Related Injuries and Illnesses



Year 2023

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 1 (I) 1 (J) 0

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 4 (L) 191

Injury and Illness Types

Total number of ...

- (M) _____
- (1) Injuries _____ 2 (4) Poisonings _____ 0
- (2) Skin disorders _____ 0 (5) Hearing loss _____ 0
- (3) Respiratory conditions _____ 0 (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Personnel are not required to respond to this collection of information unless it displays a currently valid OMB control number. Send any comments about this collection of information, including suggestions for reducing the burden, to Washington, DC 20203. Do not send the completed forms to this office.

Establishment information

Your establishment name BrandSafeway Services, LLC - Industrial Segment

Street 600 Galleria Parkway SE, Suite 1100

City Atlanta State GA ZIP 30339

Industry description (e.g., *Manufacture of motor track trailers*) _____

Specialty Trade Contractor _____

Standard Industrial Classification (SIC), if known (e.g., SIC 3715) _____

OR
North American Industrial Classification (NAICS) if known (e.g., 336212)
238990

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____ 407

Total hours worked by all employees last year _____ 845,881

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

James L. Kinder

Company executive _____ Title President M and I

Phone 5055208387

Date 01 Feb 2024

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2023
U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0178

Establishment name: BrandSafeway Services, LLC - Industrial Segment: GA

City: Atlanta State: GA

Identify the person
(A) Case No. (B) Employee's name (C) Job Title (e.g., Welder) (D) Date of injury or onset of illness (E) Where the event occurred (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case
CHECK ONLY ONE box for each case based on the most serious outcome for that case.

Enter the number of days the injured or ill worker was:
(M) Away from work (K) On job transfer or restriction (L) Injury (1) Skin disorder (2) Respiratory condition (3) Poisoning (4) Hearing loss (5) All other illnesses (6)

Remained at work
Job transfer or restriction (I) Days away from work (H) Death (G) Other recordable cases (J)

Case No.	Employee's name	Job Title	Date of injury or onset of illness	Where the event occurred	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
2023-110-004	UNION CARPENTER		05/25	Westside GT - Intake chiller coils of unit 1	Low Back Area(Lumbar/Lumbar-Sacral) / Right Side / Bruise (Contusion) / Ground / Floor/Ground surface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2023-865-093	UNION CARPENTER		10/23	Scaffold Laydown Yard	Lower Extremities-Foot / Right Side / Bruise (Contusion) / Uneven Surface / Material Cart	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time for reviewing the collection of information, searching existing data sources, gathering the data needed, reviewing the collection of information, and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

NAICS # 238990



September 30, 2023

To whom it may concern,

Lockton Companies Inc. is the casualty insurance broker for Brand Industrial Services, Inc. The Workers' Compensation / Employers' Liability program is placed with Indemnity Insurance Company of North America (Chubb) for the September 30, 2023 – September 30, 2024 policy term. This policy provides coverage for Brand Industrial Services, Inc. and its named insureds. Select named insureds are reference on the addendum in the following pages.

This letter serves to confirm the following the NCCI Workers Compensation Experience Modification for Brand Industrial Services, Inc. and its named insureds as shown below:

Effective Date	Experience Modification Rate
September 30, 2023 – September 30, 2024	0.62
September 30, 2022 – September 30, 2023	0.63
September 30, 2021 - September 30, 2022	0.65
September 30, 2020 - September 30, 2021	0.58

Should you have any questions regarding this information, please don't hesitate to contact me.

Sincerely,

Brianna Barbachem

Brianna Barbachem

Client Manager – Large Casualty, AVP

(O) (212) 590-4323

(M) (757) 729-5598

bbarbachem@lockton.com

LOCKTON COMPANIES

1185 Avenue of the Americas, Suite 2010 / New York, NY 10036-2601

646-572-7300 / FAX: 646-871-7300

www.lockton.com

This Page (Page #20) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.

SUBCONTRACTOR LIST

City of Spokane Project Name: ITB 6083-24, Refractory Installation and Sandblasting Services – Prevailing Wages.

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time, unless bidder had submitted it with its bid response.

RCW 39.30.060 (as amended) states:

“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: electrical as described in chapter 19.28 RCW, or to name itself for the work.

***The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.”** (emphasis added)*

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
N/A
Work to be performed:

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) _____
N/A
Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
N/A
Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
N/A
Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
N/A
Work to be performed:



CERTIFICATE OF LIABILITY INSURANCE

9/30/2025

DATE (MM/DD/YYYY)

9/26/2024

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

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

PRODUCER Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1513343 BrandSafway Services, LLC
6206 E. Trent Avenue
Building 3, Suite A
Spokane Valley WA 99212

COVERAGES

CERTIFICATE NUMBER: 18882712

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	HDO G47347403	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISA H10755803	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WLR C50724438 (AOS)	9/30/2024	9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A		N/A		SCF C50724347 (WI)	9/30/2024	9/30/2025	E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess General Liability (Follows form above)	Y	N	XSL G47347579 XSL G47347518	9/30/2024 9/30/2024	9/30/2025 9/30/2025	Per Occ/ Agg: \$4,000,000 Excess of: \$1,000,000

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

** See attached for Professional and Contractors Pollution Liability Policies ** 850; RFB #4235-16, Solid Waste Disposal, 2900 S Geiger Blvd Spokane, WA 99224, PW ITB 5537-21 Job Start Date: 06/01/2016. See Attached.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18882712
City of Spokane
808 W Spokane Falls Blvd.
Spokane WA 99201 USA

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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City of Spokane, WA is included as Additional Insured under the General Liability policy with respect to work performed by the Named Insured when required by written contract, agreement or permit and executed prior to the loss. Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation. Statutory coverage for all states other than the Monopolistic states is also included.

Contractors Pollution Liability and Professional Liability

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc NAIC#: 19489

POLICY NUMBER: 0308-6221 EFF DATE: 09/30/2024 EXP DATE: 09/30/2025

Contractor's Professional: \$15,000,000 Each / \$15,000,000 Agg

Contractor's Pollution: \$25,000,000 Each / \$25,000,000 Agg

Policy Aggregate: \$25,000,000

ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION AND COMPLETED OPERATIONS - CS2020 05 04

Named Insured Brand Industrial Services, Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number HDO G47347403	Policy Period 9/30/2024 TO 9/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization for whom you have agreed to include as an additional insured under a written contract, written agreement or written permit — provided such contract, agreement or permit was executed prior to the loss.

A. Section II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule above whom you are required to include as an additional insured on this policy, under a written contract, agreement or permit (Written Contract) but the Written Contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to loss.

B. The following additional provisions shall apply to the additional insured:

1. That person or organization is only an additional insured if held vicariously liable for "bodily injury", "property damage", or "personal and advertising injury" as the sole result of your negligence, specifically caused by "your work" for the additional insured which is the subject of the Written Contract. No coverage applies to liability resulting from the negligence of the additional insured.
2. Should a "suit" against the additional insured allege liability arising out of the negligence of both the additional insured and you the additional insured shall not be entitled to a defense under this policy, but the additional insured shall be entitled to reimbursement under this policy for monetary damages that the additional insured is legally obligated to pay in satisfaction of a judgment in the percentage that the jury or other fact finder assesses against the additional insured under a theory of vicarious liability as recorded on a special verdict form submitted to the applicable fact finder.
3. The Limits of Insurance applicable to the additional insured are the minimum limits required by the Written Contract or those shown in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
4. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the Written Contract.

**ADDITIONAL INSURED - OWNERS, LESSEE OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
AND COMPLETED OPERATIONS - CS2020 05 04**

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineers, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, show drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
 6. The insurance afforded to the additional insured described above only applies to the extent permitted by law.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
1. The following is added to Duties In The Event of Occurrence, Offense, Claim or Suit:
 - a. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an "occurrence" or an offense to us which may result in a claim or "suit" under this insurance:
 - (2) Unless the Written Contract requires this Coverage Part to be primary or primary noncontributory, tender the defense and indemnity of any claim or "suit" to any other Insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - b. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

BRANSAFWAY SERVICES LLC
SAFWAY SERVICES, LLC
6206 E TRENT AVE STE A BLDG 3
SPOKANE VALLEY WA 99212-5013

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

Issue Date: Aug 30, 2024

Unified Business ID #: 601577044

Business ID #: 001

Location: 0005

Expires: Nov 30, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

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

Director, Department of Revenue

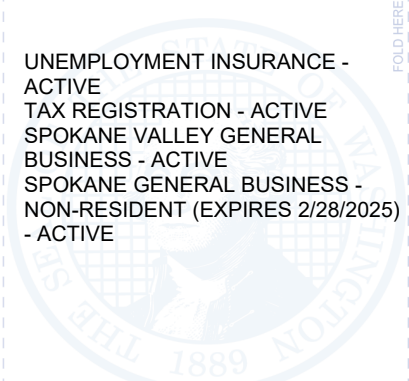
UBI: 601577044 001 0005

BRANSAFWAY SERVICES LLC
SAFWAY SERVICES, LLC
6206 E TRENT AVE STE A BLDG 3
SPOKANE VALLEY WA 99212-5013

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

STATE OF WASHINGTON

Expires: Nov 30, 2025



Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/4/2024

Clerk's File # OPR 2025-0004

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	ITB 6101-24
------------------------	----------------------	--------------	-------------

Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	CR 27001
---------------------------	----------------------	----------------------	----------

Contact E-Mail	DPAINE@SPOKANECITY.ORG		
-----------------------	------------------------	--	--

Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 FIVE YEAR CONTRACT AWARD FOR REFRACTORY SERVICES		
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Agenda Wording

Five year contract award to Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for refractory and sandblasting services at the Waste to Energy Facility from 2/1/2025-1/31/2030 and a total cost not to exceed \$7,100,000.00 plus tax (1.4M annually).

Summary (Background)

The Waste to Energy Facility conducts two scheduled outages each year for boiler maintenance. During these outages, sandblasting of the convection cavity, superheater, screen and generator tubes is needed and damaged refractory tiles are replaced. On Oct. 28, 2024 bidding closed on ITB 6101-24 for these services and Helfrich Brothers Boiler Works, Inc. was the only respondent. The contract award would be for five years.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 7,100,000.00
------------	-----------------

Current Year Cost	\$ 1,400,000.00
-------------------	-----------------

Subsequent Year(s) Cost	\$ 1,400,000.00
-------------------------	-----------------

Narrative

This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 7,100,000.00 (2025-2030)	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

MILLER, KATHERINE E

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

Dennis Lincoln, dlincoln@hbbwinc.com

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for refractory installation and sandblasting services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility conducts two scheduled outages each year for necessary maintenance to the boilers. During these outages, sandblasting of the convection cavity, superheater tubes, screen tubes and generator tubes is needed. In addition, damaged refractory and tiles are replaced in the lower furnace.</p> <p>On Oct. 28, 2024 bidding closed on ITB 6101-24 for these services and Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) was the only respondent. The contract award would be for five years from Feb. 1, 2025 through Jan. 31, 2030 and a total cost of \$7,100,000.00 plus tax. (Approx. \$1.4M annually) The total cost of the contract includes funds for several capital projects planned in 2025, 2027 and 2029.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$7,100,000.00 plus tax</u></p> <p style="padding-left: 40px;">Current year cost: \$1,420,000.00</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$1,420,000.00</p> <p>Narrative: <u>This is a routine repair and maintenance service expense that was planned for in the Solid Waste Disposal budget and the Major R&M Capital budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works 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

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

Not applicable



City of Spokane
PUBLIC WORKS AGREEMENT
Title: **REFRACTORY INSTALLATION AND
SANDBLASTING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack St., Lawrence, Massachusetts 01843, as (“Contractor”) individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Contract is to provide Refractory Installation and Sandblasting Services for the Waste to Energy Facility (WTEF) located at 2900 South Geiger Boulevard, in accordance with ITB 6101-24; and

WHEREAS, the Contractor has been selected through ITB 6101-24 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and ends on January 31, 2030, unless amended by written agreement or terminated earlier under the provisions. This Agreement shall not exceed five years.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor shall provide Insulation Services, in accordance with their response to ITB 6101-24 attached as Exhibit C.

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 **SEVEN MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,100,000.00)**, plus sales tax if applicable, in accordance with Response to Request to ITB, attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, MDorgan@spokanecity.org. All invoices should include the City Clerk's File No. "OPR 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.

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. LIQUIDATED DAMAGES.

In the event the Contractor fails to complete the work within the time limit or any agreed upon time extension, liquidated damages shall be paid to the City of Spokane in the amount of **FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00)** per working day until the work is satisfactorily completed.

7. PREVAILING WAGES.

The following public works requirements apply to the work under this Agreement.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

- C. **PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.** For multiyear contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.
- D. A payment/performance bond is NOT required.
- E. Statutory retainage is NOT required.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. INDEMNIFICATION.

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

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

11. INSURANCE.

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

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

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

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

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

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30 days). The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. 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.

13. 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.\

14. 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. **If City approves Contractor's request to utilize a subcontractor/s for a portion of the work to be performed, such approval shall be conditioned upon Contractor obtaining a payment bond for each subcontractor's work in advance of such work being performed and in an amount determined by the City.** 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.

15. 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.

16. 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.

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. 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.

19. 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.

20. 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.

21. MISCELLANEOUS PROVISIONS.

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

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

HELFRICH BROTHERS BOILER WORKS, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's ITB 6101-24 Bid Response Summary dated October 28, 2024.

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.

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



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

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C

Bid Response Summary

Bid Number ITB 6101-24
Bid Title Refractory Installation and Sandblasting Services - Prevailing Wages
Due Date Monday, October 28, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Helfrich Brothers Boiler Works, Inc.
Submitted By John Heffernan - Friday, October 25, 2024 6:00:30 AM [(UTC-08:00) Pacific Time (US & Canada)]
 jheffernan@hbbwinc.com 9786837244

Comments

Question Responses

Group	Reference Number	Question	Response
Mandatory Pre-Bid			
	#1	A MANDATORY pre-bid conference will be held on Thursday, October 3, 2024, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. FIELD VERIFICATION REQUIRED. The Bidder is entirely responsible for inspecting all site conditions prior to submitting a service bid. On-line access i.e. man doors, test ports, bolted doors, and other access ports for on-line cleaning must be verified on site before submitting bid. This meeting is MANDATORY ONLY for those companies who have not previously performed Refractory Installation and Sandblasting Services at the City of Spokane Waste to Energy Facility.	Acknowledged
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address	John Heffernan Helfrich Brothers Boiler Works, Inc. 39 Merrimack Street Lawrence MA 01843 978-638-7244 jheffernan@hbbwinc.com
	#2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Dennis Lincoln DLincoln@hbbwinc.com 978-683-7244
Certification Of Compliance With Wage Payment Status			

#1	The Vendor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
Technical Group		
#1	Please complete and upload Bid Proposal Pages 13 - 22 (Addendum 1 9-9-2024) of the Refractory Installation & Sandblasting Service Document in the Documents tab	Helfrich Bid Proposal PW ITB 6101-24 Pages 13-22.pdf
#2	The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total contract amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the service agreement is signed and returned with proof of insurance, the other bid security will be released. If the bidder is awarded the contract and fails to enter into a contract and to provide proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. (Blank form available under the 'Documents' tab). In addition to the bid deposit types included in this section, a bidder may have on file with the City Clerk an annual bid bond approved by the City Attorney.	Acknowledged
#2.1	Please complete and upload Bid Bond - Page 23 of the Refractory Installation and Sandblasting Services Document in Documents Tab	Bid Bond - Refractory and Sandblast.pdf
#3	Please complete and upload Subcontractor List - Page 24 of the Refractory Installation and Sandblasting Service Document in Documents the tab .	Page 24 Subcontractor List.pdf
#4	How many Addenda do you acknowledge receipt of?	2

#5	Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) per working day until the work is satisfactorily completed.	I Agree and Acknowledge
#5.1	If you took exception to above, explain in detail.	
#6	Acknowledge that you have read and understand the following Contract Completion Time Paragraph. The bidder must adhere to the City's outage schedule.	I Agree and Acknowledge
#7	Supplemental Bidder Responsibility: Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	Acknowledged
#7.1	Please Complete "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" (Pages #27-32, plus as needed) of the Refractory Installation and Sandblasting Service Document in Documents the tab, and Upload Here:	
#7.1.1	Should Bidder not have provided 'Supplemental Bidder Responsibility Criteria Form With Work Experience Form' above, Bidder acknowledges after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	Acknowledged
Definitions		
#1	Mobilization shall include all activities and associated costs for transportation and set up contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.	I Agree and Acknowledge

#2	Demobilization shall include all activities and costs for transportation and teardown of personnel, equipment, tooling, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract. If additional mobilization and or demobilization activities and costs are required during the performance of the contract as a result of an approved work change order, all costs related to the work change order must have been captured in the work change order and approved by the city in advance.	I Agree and Acknowledge
Terms & Conditions		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I Do Not Agree or 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 Acknowledge
1.2	EXCEPTION: If you took exception to above, upload here.	
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I certify
ADDITIONAL INFORMATION		
#1	If you have additional information/documents to submit, upload them here.	signed Addendum 2.pdf
#2	If you have additional information/documents to submit, upload them here.	Signed Addendum 1.pdf
#3	If you have additional information/documents to submit, upload them here.	POA.pdf
#4	If you have additional information/documents to submit, upload them here.	

Addendum 1
9-9-2024

ITB 6101-24

Refractory Installation and Sandblasting Services - Prevailing Wages

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

Addendum 1,

Posted revised document "ITB 6101-24 Refractory and Sandblasting Services (Addendum 1, 9-9-2024)" in the External Bids Documents Tab. The previous version was removed from documents tab.

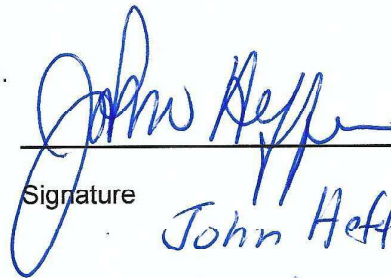
The revised document made clarifying changes to Bid Proposal Pages 13 – 22. Bidder must submit Addendum 1, version of Bid Proposal Pages to be consider a responsive bidder.

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Heifrich Brothers Boiler Works

Company


Signature
John Heffernan
9/27/24

Addendum 2
10/3/2024

ITB 6101-24

Refractory Installation and Sandblasting Services - Prevailing Wages

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


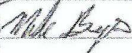
Addendum 2 provides questions and responses that were asked during the Mandatory Pre-Bid Conference that was held Thursday, October 3, 2024, at 10:00 am., at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. This meeting is MANDATORY ONLY for those companies who have not previously performed Refractory Installation and Sandblasting Services at the City of Spokane Waste to Energy Facility.

Addendum also provides a copy of the sign-in sheet pertaining to Mandatory Pre-bid.

QUESTIONS, The following questions were asked:

- 1) Question: CFM out of compressors?
Response: 2400 SCFM for the new system in 2025.
1500 SCFM for the current rental system.

- 2) Question: Can we get a copy of the Boiler Cut-Away Drawing?
Response: The drawing is Proprietary it cannot be released.
Bidders/Vendor to make arrangement to review drawing onsite at WTEF.

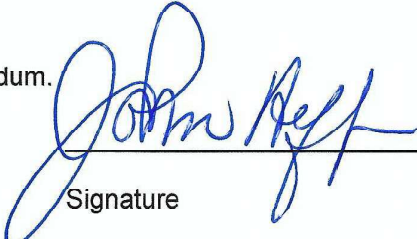
ITB 6101-24, Refractory Installation and Sandblasting Services - Prevailing Wages			
MANDATORY PRE-BID CONFERENCE. A MANDATORY pre-bid conference held Thursday, October 3, 2024 at 10:00 am., at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. <u>This meeting is MANDATORY ONLY for those companies who have not previously performed Refractory Installation and Sandblasting Services at the City of Spokane Waste to Energy Facility</u>			
Company Name	Individual's Printed Name	Signature	Email address
ISR MOBILE BLASTING	ANDREW CARRABEC		andrewc@isrmobileblasting.com
Zampell Refractory	Bob Meeting		Mike.Buys@ZAMPELL.COM

Rick Rinderle
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

Helfrich Brothers

Company


Signature

Addendum 1, 9/9/2-24

These Next Nine Pages (Pages #13 – 22) Comprising Bid Proposal Must be COMPLETED ENTIRELY and Uploaded Into ProcureWare Via The Question Tab and corresponding question #1.

BID PROPOSAL (Addendum 1, 9/9/2-24)

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: # PW ITB #6101-24, REFRACTORY INSTALLATION & SANDBLASTING SERVICES

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.

BID OFFER.

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

January 1, 2025 Through December 31, 2025:

Annually Two Non-Cold Iron Outages with a possibility of One Cold iron Outage Could Be Expected

Proposal/Quotation Format

All quotations must be itemized indicating your price for the following items:

1. Labor cost (please include itemized labor rates, total man/hours, number of shifts, and number of man per shift, mobilization when applicable, per diem, when applicable)
2. Bill of Material (cost, specs, and qty)-
Addendum 1, Unit Pricing Per Material Information Sheet
3. List of equipment (rentals, tools, etc.)

All travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Material Information (Quantities per Year - Estimated)							
PART NUMBER	MATERIAL DESCRIPTION	UOM	MATERIAL NOTES	BUDGET QUANTITY	UNIT PRICE	TOTAL	
812-T22562	6" SiC Flat Tile (Powergard III/ SRP79)	EA	Flat Tile	2500	\$15.50	\$38,750.00	
812-T28222	6" SiC Curved Tile (Powergard III/ SRP79)	EA	Curved Tile	1500	\$15.50	\$23,250.00	
410-400350	Surebond SC80CA Mortar 55#	BAG	Tile Mortar	280	\$90.00	\$25,200.00	
320-302000	SiC80Z Plastic 55#	BOX	SiC Plastic	900			
"OR"							
310-201200	Onyx 80 HS Plastic 55#	BOX	SiC Plastic		\$108.00	\$97,200.00	
320-301795	Plastech Ruby Plastic 55#	BOX	Chrome-Alumina Plastic	360			
"OR"							
310-300400	Emerald Ram HS Plastic 55#	BOX	Chrome-Alumina Plastic		\$90.00	\$32,400.00	
111-104800	Steerhorn 1x1/4 310 SS	EA	Anchor	7000	\$0.81	\$5,670.00	
112-104615	2" Y Anchor 2x1/4 310 SS	EA	Membrane Anchor	5000	\$0.95	\$4,750.00	
199-113000	3/8" - 16 x 1 1/4" Stud Inconel 601	EA	Tile Anchor	2700	\$1.05	\$2,835.00	
199-113005	3/8" - 16 x 2" Stud Inconel 601	EA	Tile Anchor	1700	\$1.75	\$2,975.00	
115-106800	Jamnut 3/8-16 316 SS	EA	Tile Anchor	4400	\$0.30	\$1,320.00	
115-107000	Washer 3/8 316 SS	EA	Tile Anchor	4400	\$0.20	\$880.00	
812-T22961	Large, LH Side Blocks	EA	Refractory Block	20	\$45.00	\$900.00	
812-T22971	Large, RH Side Blocks	EA	Refractory Block	20	\$45.00	\$900.00	
T-22452	Silicon Carbide Dropwall Brick	EA	Refractory Block	20	\$39.00	\$780.00	
LEQ30432	Surgun 60AR - 55# Bag	BAG	Tile Morter	20	\$40.00	\$800.00	
	GREENKLEEN© -60 PLUS	BAG	Tile Morter	4	\$46	\$184.00	

Total	\$238,794.00
--------------	---------------------

Cold Iron Refractory/Sandblasting Services

FIRST BOILER:

1. Labor Cost

(Estimated 6 Shifts of 504 hrs Refractory; 7 number of people)
 (Estimated 4 Shifts of 336 hrs Sandblasting 7 number of people)

(Addendum 1, 9/9/2024, fill in excel sheet regarding ST. OP. DT)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____
 Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____
 Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate # of Hrs	Total Labor \$
Boilermaker	\$108.00	240	\$25,920.00	\$156.60	60	\$9,396.00	\$189.00	60	\$11,340.00
Brick Masons	\$80.61	160	\$12,897.60	\$116.89	80	\$9,351.20	\$141.07	0	\$0
Hod Carrier & Mason Tender	\$74.94	160	\$11,990.4	\$108.69	80	\$8,695.20	\$131.16	0	\$0
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost _____ \$ _____

~~Vendor must provide a materials price breakdown on an item by item basis~~

2. Bill of Material

Addendum 1, Unit Pricing Per Material Information Sheet

Awarded Vendor must provide a material price breakout on an item by item basis for actual quantities used, per current Materials Information Sheet.

3. Mob and Demob \$ _____ \$18,500.00
 4. PPE \$ _____ \$3,545.11
 5. Per Diem Total \$ _____ \$10,080.00
 6. Applicable Sales Tax - 9% \$ _____ \$10,954.40

Extended Total for First Boiler _____ \$132,669.91

SECOND BOILER:

1. Labor Cost

(Estimated 6 Shifts of 504 hrs Refractory; 7 number of people)
 (Estimated 4 Shifts of 336 hrs Sandblasting 7 number of people)

(Addendum 1, 9/9/2024, fill in below excel sheet regarding ST. OP. DT)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Boilermaker	\$108.00	240	\$25,920.00	\$156.60	60	\$9,396.00	\$189.00	60	\$11,340.00
Brick Masons	\$80.61	160	\$12,897.60	\$116.89	80	\$9,351.20	\$141.07	0	\$0
Hod Carrier & Mason Tender	\$74.94	160	\$11,990.4	\$108.69	80	\$8,695.20	\$131.16	0	\$0
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost _____ \$ _____

~~Vendor must provide a materials price breakdown on an item by item basis~~

2. Bill of Material

Addendum 1, Unit Pricing Per Material Information Sheet

Awarded Vendor must provide a material price breakout on an item by item basis for actual quantities used, per current Materials Information Sheet.

3. Mob and Demob \$ _____ \$18,500.00
 4. PPE \$ _____ \$3,545.11
 5. Per Diem Total \$ _____ \$10,080.00
 6. Applicable Sales Tax - 9% \$ _____ \$10,954.40

Extended Total for Second Boiler _____ \$132,669.91

Overall Extended Cold Iron \$ _____ **265,339.82**

Non Cold Iron Requirements:

FIRST BOILER:

1. Labor Cost

(Estimated 6 Shifts of 504 hrs Refractory; 7 number of people)
 (Estimated 4 Shifts of 336 hrs Sandblasting 7 number of people)

(Addendum 1, 9/9/2024, fill in below excel sheet regarding ST. OP. DT)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Boilermaker	\$108.00	240	\$25,920.00	\$156.60	60	\$9,396.00	\$189.00	60	\$11,340.00
Brick Masons	\$80.61	160	\$12,897.60	\$116.89	80	\$9,351.20	\$141.07	0	\$0
Hod Carrier & Mason Tender	\$74.94	160	\$11,990.4	\$108.69	80	\$8,695.20	\$131.16	0	\$0
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost _____ \$ _____
~~Vendor must provide a materials price breakdown on an item by item basis~~

2. Bill of Material

Addendum 1, Unit Pricing Per Material Information Sheet

Awarded Vendor must provide a material price breakout on an item by item basis for actual quantities used, per current Materials Information Sheet.

3. Mob and Demob \$ 18,500.00
 4. PPE \$ 3,545.11
 5. Per Diem Total \$ 10,080.00
 6. Applicable Sales Tax - 9% \$ 10,954.40

Extended Total for First Boiler \$132,669.91

SECOND BOILER:

1. Labor Cost

(Estimated 6 Shifts of 504 hrs Refractory; 7 number of people)
 (Estimated 4 Shifts of 336 hrs Sandblasting 7 number of people)

(Addendum 1, 9/9/2024, fill in below excel sheet regarding ST. OP. DT)

Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____
 Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____
 Hrly Rates \$ _____ Total Estimated # Hours _____ Total Labor \$ _____

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Boilermaker	\$108.00	240	\$25,920.00	\$156.60	60	\$9,396.00	\$189.00	60	\$11,340.00
Brick Masons	\$80.61	160	\$12,897.60	\$116.89	80	\$9,351.20	\$141.07	0	\$0
Hod Carrier & Mason Tender	\$74.94	160	\$11,990.4	\$108.69	80	\$8,695.20	\$131.16	0	\$0
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost _____ \$ _____

~~Vendor must provide a materials price breakdown on an item by item basis~~

2. Bill of Material

Addendum 1, Unit Pricing Per Material Information Sheet

Awarded Vendor must provide a material price breakout on an item by item basis for actual quantities used, per current Materials Information Sheet.

- 3. Mob and Demob \$18,500.00 _____
- 4. PPE \$3,545.11 _____
- 5. Per Diem Total \$10,080.00 _____
- 6. Applicable Sales – 9% \$ 10,954.40 _____

Extended Total for Second Boiler **\$132,669.91** _____

Overall Extended Non Cold Iron **\$265,339.82** _____

Emergency Services:

1. Labor Cost

(Estimated 2 Shifts of 72 hrs Refractory; 3 number of people)
 (Estimated Shifts of hrs Sandblasting number of people)

(Addendum 1, 9/9/2024, fill in below excel sheet regarding ST. OP. DT)

Hrly Rates \$ Total Estimated # Hours Total Labor \$
 Hrly Rates \$ Total Estimated # Hours Total Labor \$
 Hrly Rates \$ Total Estimated # Hours Total Labor \$

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs	Total Labor \$	Overtime Rate	Estimate# of Hrs	Total Labor \$	Double Time Rate	Estimate# of Hrs	Total Labor \$
Boilermaker									
Brick Masons	\$80.61	16	\$1,289.76	\$116.89	8	\$935.12	\$142.44	0	\$0
Hod Carrier & Mason Tender	\$74.94	32	\$2,398.08	\$108.69	16	\$1,739.04	\$130.31	0	\$0
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost \$
~~Vendor must provide a materials price breakdown on an item by item basis~~

2. Bill of Material

Addendum 1, Unit Pricing Per Material Information Sheet

Awarded Vendor must provide a material price breakout on an item by item basis for actual quantities used, per current Materials Information Sheet.

3. Mob and Demob \$ 3,964.29
 4. PPE \$ 342.19
 5. Per Diem Total \$ 1,080.00
 6. Applicable Sales – 9% \$ 1,057.36

Extended Total for Emergency Services \$ 12,805.84

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 2 and agrees that their requirements have been included in this bid proposal. The last addenda, if needed, would be issued October 21, 2024.

CONTRACT COMPLETION TIME.

The bidder must adhere to the City's outage schedule.

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 FIFTY THOUSAND DOLLARS (\$50,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. HELFRBB876QO
(must be in effect at time of bid submittal)

U.B.I. Number 603 344 193

Washington Employment Security Department Number 603 344 193

Washington Excise Tax Registration Number 603 344 193

City of Spokane Business License Number HELFRBB76QO
(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.

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

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

Name of Bidder: HEIFRICH ~~BROTHERS~~ Boiler WORKS

Signature of Bidder's Authorized Representative

COO
Title

39 MERRIMACK STREET
LAWRENCE, MA 01843
Address

978-683-7244
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp) _____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp) _____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the

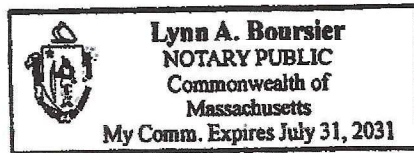
uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On OCTOBER 24, 2024
date

(Seal Or Stamp)

Lynn A. Boursier
Signature of Notary Public

My appointment expires JULY 31, 2031



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- | | |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Shelly Andrade

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : Helfrich Brothers Boiler Works, Inc.
Obligee : City of Spokane

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

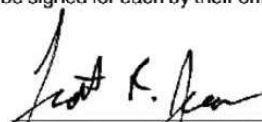
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

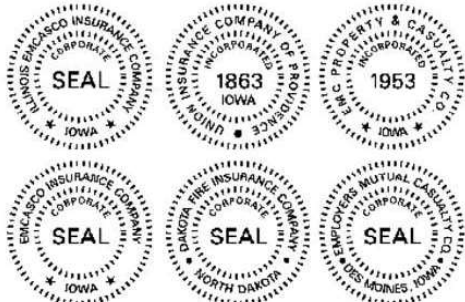
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals


Scott R. Jean, President & CEO
of Company 1, Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2024.


Ryan J. Springer
Vice President

This Page (Page #23) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #2.

BID BOND

We, Helfrich Brothers Boiler Works, Inc. as Principal, and Employers Mutual Casualty Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Refractory Installation and Sandblasting Services – Prevailing Wages

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 10/28/2024

AS PRINCIPAL

Helfrich Brothers Boiler Works, Inc.

By: *[Signature]*

Title: CFO

A valid POWER OF ATTORNEY must accompany this bond.

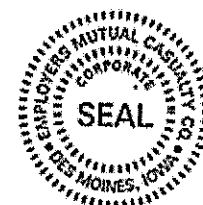
Employers Mutual Casualty Company
AS SURETY

By: *Shelly Andrade*

P.O. Box 712, Des Moines, IA 50306-0712
Address

800-447-2295
Phone

Attorney in Fact



This Page (Page #24) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.

SUBCONTRACTOR LIST

City of Spokane Project Name: ITB 6101-24, Refractory Installation and Sandblasting Services – Prevailing Wages.

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time, unless bidder had submitted it with its bid response.

RCW 39.30.060 (as amended) states:

“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.” (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): Helfrich Brothers Boiler Works _____

Work to be performed:

_____ All Refractory and Sandblasting Work _____

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:



< Business Lookup

License Information:

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

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: [Profit Corporation](#)

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2025	Dec-13-2013

Governing People May include governing people not registered with Secretary of State

Governing people	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
HELFRICH BROS BOILER WORKS INC	Active	Dec-13-2013

The Business Lookup information is updated nightly. Search date and time: 11/15/2024 9:22:43 AM

[Contact us](#)

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

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

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

PRODUCER Cleary Insurance Inc 226 Causeway Street Boston MA 02114-2155		CONTACT NAME: Ruth Resca PHONE (A/C, No, Ext): (617) 723-0700 E-MAIL ADDRESS: rresca@clearyinsurance.com FAX (A/C, No): (617) 723-7275	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	NAIC # 24856
		INSURER B: Commerce Insurance Company	34754
		INSURER C: Starr Indemnity & Liability Company	38318
		INSURER D: Berkshire Hathaway Homestate Insurance Co.	20044
		INSURER E: Ironshore Specialty Insurance Company	25445
		INSURER F:	
INSURED Helfrich Brothers Boiler Works, Inc. 39 Merrimack Street Lawrence MA 01843			

COVERAGES**CERTIFICATE NUMBER:** 2024-2025 Master Liabilit**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CA-000042055-04	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	L10664	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
C/F	<input type="checkbox"/> UMBRELLA LIAB	Y	Y	1000586389241/ BCS8800051	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DED RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	HEWC524253	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
E	Contractors Pollution Liability			ICELLUW00158980	06/01/2024	06/01/2025	Each Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

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

PROFESSIONAL LIABILITY - INSURER G: Peleus Insurance Company NAIC# 34118 Pol No. 121 CTR 0213814-00 06/01/2024-06/01/2025 \$1,000,000 Ea Claim \$1,000,000 Aggregate

City of Spokane is additional insured when required by written contract. Coverage is primary noncontributory when required by written contract. Waiver of subrogation applies when required by written contract. Policy forms CG2010 12/19, CG2037 12/19, CG2404 05/09, CIC957 10-06, AD 6893 01/17 and WC000313. Umbrella coverage is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/4/2024

Clerk's File # OPR 2025-0005

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	PW ITB 6143-24
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Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	CR 27002
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Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4490 TWO YEAR CONTRACT AWARD FOR BOILERMAKER SERVICES		
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Agenda Wording

Two year contract award to Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 11/15/2024-11/14/2026 and a total cost not to exceed \$5,024,000.00 plus tax.

Summary (Background)

Each year, two scheduled outages are performed on the boilers at the Waste to Energy Facility in order to repair or replace worn components. On Jul. 15, 2024, bidding closed on PW ITB 6143-24 for these services and Helfrich Brothers Boiler Works, Inc. was the only respondent. The contract award would be for two years and may be extended for three additional one-year periods. The total cost includes capital project funds planned in 2025 and 2026 as well as regular scheduled maintenance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 5,024,000.00
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Current Year Cost	\$ 2,734,000.00
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Subsequent Year(s) Cost	\$ 2,290,000.00
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Narrative

This is a routine repair and maintenance service expense that was planned for in the Solid Waste Disposal and Major R&M Capital budget.

Amount

Budget Account

Expense	\$ 2,668,000.00	# 4490-44100-37148-54803-34002
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Expense	\$ 2,356,000.00	# 4490-44900-37145-54803
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Select	\$	#
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Select	\$	#
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	\$	#
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	\$	#
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	MILLER, KATHERINE E
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Dennis Lincoln, dlincoln@hbbwinc.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract award for boilermaker services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation.</p> <p>On July 15, 2024, bidding closed on PW ITB 6143-24 for these services and Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) was the only respondent. The contract would be for two years from November 15, 2024 through November 14, 2026 and may be extended for three additional one-year periods. The total cost for two years is not to exceed \$5,024,000.00 plus tax. This amount includes capital project funds planned in 2025 and 2026 for the facility's Superheater and Waterwall installation projects.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$5,024,000.00 plus tax</u></p> <p> Current year cost: \$2,734,000.00</p> <p> Subsequent year(s) cost: \$2,290,000.00</p> <p>Narrative: <u>This is a routine repair and maintenance service expense that was planned for in the Solid Waste Disposal budget and the Major R&M Capital budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works 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

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

Not applicable



City of Spokane
PUBLIC WORKS AGREEMENT
Title: **BOILERMAKER SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, Massachusetts 01843, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB 6143-24 (see Exhibit B).**

2. **CONTRACT DOCUMENTS.** The Contract documents are this Contract, the Contractor’s completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid shall be used to determine prevailing contract document. These contract documents are on file in the Water Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on November 15, 2024, and shall end November 14, 2026. This Contract may be extended for three (3) additional one-year periods with the total contact period not to exceed five (5) years.

4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **FIVE MILLION TWENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$5,024,000.00)**, plus applicable taxes, unless modified by a written amendment to this

Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. **PAYMENT.** The Contractor will send its applications for payment to Spokane Solid Waste Disposal, via email: mdorgan@spokanecity.org, Attn: Michelle Dorgan. 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

- i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract;

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

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

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) or insurers authorized representative to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish ACORD form insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds to the extent of Company's indemnify obligations, and include applicable blanket-form policy endorsements, including the blanket-form notice of cancellation endorsements (30 days). The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification

shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS. For multiyear contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
18. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

28. **MODIFICATIONS.** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. **INTEGRATION.** This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a “Force Majeure Event”). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

HELFRICH BROTHERS BOILER WORKS, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Exhibit A - Certification Regarding Debarment

Exhibit B – Contractor’s Bid Response to PW ITB 6143-24

24-256b

PAYMENT BOND

We, **HELFRICH BROTHERS BOILER WORKS, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE MILLION TWENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$5,024,000.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **BOLIERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB 6143-24**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INC.

HELFRICH BROTHERS BOILER WORKS,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **HELFRICH BROTHERS BOILER WORKS, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE MILLION TWENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$5,024,000.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **BOLIERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB 6143-24**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

INC.

HELFRICH BROTHERS BOILER WORKS,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number PW ITB 6143-24
Bid Title Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements, and Emergency Services
Due Date Monday, July 15, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Helfrich Brothers Boiler Works, Inc.
Submitted By John Heffernan - Friday, July 12, 2024 10:05:57 AM [(UTC-08:00) Pacific Time (US & Canada)]
 jheffernan@hbbwinc.com 9786837244
Comments

Question Responses

Group	Reference Number	Question	Response
Mandatory Pre-Bid Conference			
	#1	MANDATORY pre-bid conference will be held on Wednesday, JUNE 26, 2024 at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. This meeting is MANDATORY ONLY for those companies who have not previously performed Boilermaker Services work at the City of Spokane Waste to Energy Facility.	I acknowledge
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address	John Heffernan Helfrich Brothers Boiler Works, Inc 39 Merrimack St, Lawrence, MA 01843 978-683-7244 jheffernan@hbbwinc.com
Performance			

#1	<p>The Contractor must be licensed to do business in the State of Washington. The Contractor must have five (5) years' experience in Boilermaker services including complete super heater replacements. The Contractor shall hold all necessary code stamp certifications for boiler repair work. Due to the unique and expensive nature of the type of WTEF Boiler repair work required by this PW ITB, the City requires utilization of exclusively boilermakers with proven, current and substantiated historical successful experience with the similar unique type and style of the WTEF boiler tubes responsible for processing varieties of material with vast inconsistencies of burning point. Upload your National Board of Certified Vessels "R" stamp certification and verifiable references of complete super heater change out jobs completed with satisfactory results here. Please make sure to combine all documents into one document before uploading since you will only be allowed to upload one document</p>	ASME Certificates and Experience List.pdf
Technical Group		
#1	<p>Please complete and upload Bid Proposal Pages 15-31 of the Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacement and Emergency Services Document in the Documents tab</p>	Pages 15-31.pdf
#2	<p>Please complete and upload Subcontractor List - Pages 32-33 of the Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacement and Emergency Services Document in Documents the tab .</p>	Pages 32-33.pdf
#3	<p>Please complete and upload Bid Bond - Page 36 of the Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacement and Emergency Services Document in Documents Tab</p>	Bid Bond.pdf
#4	<p>As a part of the bid response the Bidder shall provide a timeline in Excel or Microsoft Project format of the anticipated Work accomplishments by shift, which MUST include a detailed list of anticipated/key staffing by resource group for each shift that contractor deems necessary to complete the afore described work scopes strictly within the time allocations depicted. (UPLOAD THIS DOCUMENT HERE)</p>	City of Spokane 2025 Sample Outage Plan.pdf
#5	<p>How many Addenda do you acknowledge receipt of?</p>	1

<p>#6</p>	<p>Acknowledge that you have read and understand the following Liquidated Damages Paragraph: In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.</p>	<p>I acknowledge</p>
<p>#7</p>	<p>Acknowledge that you have read and understand the following Contract Completion Time Paragraph. The Bidder agrees to perform the work consistent during the proposed outages at the Waste-to-Energy Facility. A date will be provided to the successful bidder and may be adjusted by +/- 2 days as the outage timeline shifts.</p>	<p>I acknowledge</p>
<p>#8</p>	<p>The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the Documents Tab</p>	<p>I acknowledge</p>
<p>#9</p>	<p>The Contractor must upload a general arrangement drawing of scaffolding for the superheater pendent replacement. to ensure scaffolding is available for the spring 2025 outage.</p>	<p>Furnace Scaffold Plan.pdf</p>
<p>Period of Performance</p>		
<p>#1</p>	<p>The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about April 1st, 2025 and to end on March 31st, 2027. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.</p>	<p>I acknowledge</p>
<p>Definitions</p>		
<p>#1</p>	<p>Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties</p>	<p>I Acknowledge</p>
<p> </p>		

<p>#2</p>	<p>Demobilization shall include all activities and costs for transportation of personnel, equipment, tooling, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract. If additional mobilization and or demobilization activities and costs are required during the performance of the contract as a result of an approved work change order, all costs related to the work change order must have been captured in the work change order and approved by the city in advance.</p>	<p>I Acknowledge</p>
<p>Terms & Conditions</p>		
<p>#1</p>	<p>Bidder acknowledges the Standard Terms & Conditions in the Document tab of this project. Not accepting these Standard Terms & Conditions as written may be cause for being found non-responsive.</p>	<p>I acknowledge</p>
<p>#2</p>	<p>ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.</p>	<p>I Certify</p>

THESE NEXT SEVENTEEN (17) PAGES MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

QUOTE

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Boilermaker Services

BID OFFER.

As part of the bid response the Bidder shall provide a timeline in Excel or Microsoft Project format of the anticipated Work accomplishments by shift, which MUST include a detailed list of anticipated / key staffing by resource group for each shift that contractor deems necessary to complete the afore described work scopes strictly within the time allocations depicted. 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 afore described work scopes, and shall be adhered to in strict accordance with the contract documents. The Bidder proposes to do the Project at the following price:

Proposal/Quotation Format

All quotations must be itemized indicating your price for the following items:

1. Labor cost (please include itemized labor rates, total man/hours, number of shifts, and number of man per shift, mobilization when applicable, per diem, when applicable)
2. Bill of Material (cost, specs, and qty)
3. List of equipment (rentals, tools, etc.)

Mobilization

Mobilization-

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, tooling, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site unless otherwise agreed upon by both parties.

Demobilization -

Demobilization shall include all activities and costs for transportation of personnel, equipment, tooling, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

If additional mobilization and or demobilization activities and costs are required during the performance of the contract as a result of an approved work change order, all costs related to the work change order must have been captured in the work change order and approved by the City in advance.

Cold Iron Boilermaker Services

FIRST BOILER:

1. Labor Cost

- (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support 2 number of people)
- (Estimated 2 Shifts of 12 hrs. 60 Generator tube shield replacements 3 number of people)
- (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
- (Estimated 1 Shifts of 12 hrs. (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- (Estimated 1 Shifts of 12 hrs. (12 Lf. of pad weld) Furnace weld build up 2 number of people)
- (Estimated 5 Shifts of 12 hrs. SH section repairs (55 Dutchmen) 7 number of people)
- (Estimated 1 Shifts of 12 hrs. Install 6 ea. 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	334	36,072	157	83.5	13,109.50	194	83.5	16,199
Boilermaker Apprentice	108	66	7,128	157	16.5	2,590.50	194	16.5	3,201
Other	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost \$ 15,331.00
 Vendor must provide a materials price breakdown on an item-by-item basis

- 3. Mob and Demob** \$ 28,620.00
- 4. PPE** \$ 6,196.87
- 5. Per Diem Total** \$ 10,500.00
- 6. Applicable Sales Tax - 9%** \$ 13,309.99

Extended Total for First Boiler \$ 161,197.86

Cold Iron Boilermaker Services

SECOND BOILER:

1. Labor Cost

- (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
- (Estimated 2 Shifts of 12 hrs. 60 Generator tube shield replacements 3 number of people)
- (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
- (Estimated 1 Shifts of 12 hrs. (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- (Estimated 1 Shifts of 12 hrs. (12 Lf. of pad weld) Furnace weld build up 2 number of people)
- (Estimated 5 Shifts of 12 hrs. SH section repairs (55 Dutchmen) 7 number of people)
- (Estimated 1 Shifts of 12 hrs. Install 6 ea. 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	334	36,072	157	83.5	13,109.50	194	83.5	16,199
Boilermaker Apprentice	108	66	7,128	157	16.5	2,590.50	194	16.5	3,201
Other:	127	40	5,080	174	10	1,740	212	10	2,150
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost \$ 15,331.00
Vendor must provide a materials price breakdown on an item-by-item basis

3. Mob and Demob \$ 28,620.00
4. PPE \$ 6196.87
5. Per Diem Total \$ 10,500.00
6. Applicable Sales Tax – 9% \$ 13,309.99

Extended Total for Second Boiler \$ 161,197.86

Overall Extended Cold Iron \$ 322,395.72

Non-Cold Iron Requirements:

First Boiler:

1. Labor Cost

- (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
- (Estimated 2 Shifts of 12 hrs. 60 Generator tube shield replacements 3 number of people)
- (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
- (Estimated 1 Shifts of 12 hrs. (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- (Estimated 1 Shifts of 12 hrs. (12 Lf. of pad weld) Furnace weld build up 2 number of people)
- (Estimated 5 Shifts of 12 hrs. SH section repairs (55 Dutchmen) 2 number of people)
- (Estimated 1 Shifts of 12 hrs. Install 6 ea. 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	334	36,072	157	83.5	13,104.50	194	83.5	16,199
Boilermaker Apprentice	108	66	7,128	157	16.5	2,590.50	194	16.5	3,201
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

- 2. Bill of Material Plus Cost** \$ 15,331.00
Vendor must provide a materials price breakdown on an item-by-item basis
- 3. Mob and Demob** \$ 28,620.00
- 4. PPE** \$ 6,196.87
- 4. Per Diem Total** \$ 10,500.00
- 5. Applicable Sales Tax – 9%** \$ 13,309.99

Extended Total for First Boiler \$ 161,197.86

Non-Cold Iron Requirements:

SECOND BOILER:

1. Labor Cost

(Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)

(Estimated 2 Shifts of 12 hrs. 60 Generator tube shield replacements 3 number of people)

(Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)

(Estimated 1 Shifts of 12 hrs. (25 sq. ft.) Furnace Inconel repairs 3 number of people)

(Estimated 1 Shifts of 12 hrs. (12 Lf. of pad weld) Furnace weld build up 2 number of people)

(Estimated 5 Shifts of 12 hrs. SH section repairs (55 Dutchmen) 7 number of people)

(Estimated 1 Shifts of 12 hrs. Install 6 ea. 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	334	36,072	157	83.5	13,109.50	194	83.5	16,199
Boiler maker Apprentice	108	66	7,128	157	16.5	2,590.50	194	83.5	3,201
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost \$ 15,331.00
 Vendor must provide a materials price breakdown on an item-by-item basis

3. Mob and Demob \$ 28,620.00
4. PPE \$ 6,196.87
5. Per Diem Total \$ 10,500.00
6. Applicable Sales – 9% \$ 13,309.99

Extended Total for Second Boiler \$ 161,197.86

Overall Extended Non Cold Iron \$ 322,395.72

Emergency Services:

1. Emergency work two (2) qualified and capable welders per twelve (12) hour shift (Anticipate to cut out and replace 1ea Dutchman).

\$ 13,758.42

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	16	1,728	157	4	628	194	4	776
Boilermaker Apprentice									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. **Bill of Material Plus Cost** \$ 676.20
 Vendor must provide a materials price breakdown on an item-by-item basis

3. Mob and Demob	\$ <u>7,088.00</u>
4. PPE	\$ <u>676.20</u>
5. Per Diem Total	\$ <u>1,050</u>
6. Applicable Sales – 9%	\$ <u>1,136.02</u>

Extended Total for Emergency Services \$ 13,758.42

Secondary Super Heater Change Out (16 pendants) Non-cold iron

First boiler:

1. Estimated \$ 0 cost to submit an engineered rigging plan used for the transfer of super heater pendants.
2. (Estimated 3 Shifts of 12 hrs. 7 number of people) to set up and conduct preparations for scope
3. (Estimated 3 Shifts of 12 hrs. 7 number of people) to demo affected area of the Penthouse seal
4. (Estimated 3 Shifts of 12 hrs. 10 number of people) to change out 16 Secondary Superheat
5. (Estimated 2 Shifts of 12 hrs. 7 number of people) for the replacement of the Penthouse seal box and refractory
6. (Estimated 2 Shifts of 12 hrs. 5 number of people) to restore boiler and boiler house back to normal conditions
7. Meet all standard requirements of a typical non-cold iron outage
 1. Labor Cost
 - a. (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
 - b. (Estimated 2 Shifts of 12 hrs.; 60 Generator tube shield replacements 3 number of people)
 - c. (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
 - d. (Estimated 1 Shifts of 12 hrs.; (25 sq. ft.) Furnace Inconel repairs 3 number of people)
 - e. (Estimated 1 Shifts of 12 hrs.; (12 Lf. of pad weld) Furnace weld build up 2 number of people)
 - f. (Estimated 5 Shifts of 12 hrs.; SH section repairs (55 Dutchmen) 7 number of people)
 - g. (Estimated 1 Shifts of 12 hrs.; Install 6ea 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	974.9	105,289.20	157	258.6	40,600.20	194	246.70	47,859.80
Boilermaker Apprentice	108	179.10	19342.80	157	47.4	7,441.80	194	45.3	8,788.20
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost **\$ 81,931.87**

Vendor must provide a materials price breakdown on an item-by-item basis

3. Mob and Demob	\$ 59,009.80
4. PPE	\$ 17,796.87
5. Per Diem Total	\$ 27,300.00
6. Applicable Sales – 9%	\$ 38,187.05

Extended Total for secondary super heater replacement (non-cold iron)
\$ 462,487.59

Overall Extended for secondary super heater replacement (non-cold iron)
\$ _____

Secondary Super Heater Change Out (16 pendants) Non-cold iron

Second boiler:

1. Estimated \$ 0 cost to submit an engineered rigging plan used for the transfer of super heater pendants.
2. (Estimated 3 Shifts of 12 hrs. 7 number of people) to set up and conduct preparations for scope
3. (Estimated 3 Shifts of 12 hrs. 7 number of people) to demo affected area of the Penthouse seal
4. (Estimated 3 Shifts of 12 hrs. 10 number of people) to change out 16 Secondary Superheat
5. (Estimated 2 Shifts of 12 hrs. 7 number of people) for the replacement of the Penthouse seal box and refractory
6. (Estimated 2 Shifts of 12 hrs. 5 number of people) to restore boiler and boiler house back to normal conditions
7. Meet all standard requirements of a typical non-cold iron outage

1. Labor Cost

- a. (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
- b. (Estimated 2 Shifts of 12 hrs.; 60 Generator tube shield replacements 3 number of people)
- c. (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
- d. (Estimated 1 Shifts of 12 hrs.; (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- e. (Estimated 1 Shifts of 12 hrs.; (12 Lf of pad weld) Furnace weld build up 2 number of people)
- f. (Estimated 5 Shifts of 12 hrs.; SH section repairs (55 Dutchmen) 7 number of people)
- g. (Estimated 1 Shifts of 12 hrs.; Install 6ea 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	974.9	105,289.20	157	258.6	40,600.20	194	246.7	47,859.80
Boilermaker Apprentice	108	179.1	19,342.80	157	47.4	7,441.80	194	45.3	8,788.20
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material plus Cost **\$ 81,931.87**
Vendor must provide a materials price breakdown on an item by item basis

3. Mob and Demob **\$ 59,009.80**
4. PPE **\$ 17,796.87**
5. Per Diem Total **\$ 27,300.00**
6. Applicable Sales – 9% **\$ _____**

Extended Total for secondary super heater replacement (non-cold iron)
\$ 462,487.59

Overall Extended for secondary super heater replacement (non-cold iron)
\$ 924,975.18

Primary Super Heater Change Out (17 pendants) Non-cold iron

First boiler:

1. Estimated \$ 0 cost to submit an engineered rigging plan used for the transfer of super heater pendants.
2. (Estimated 3 Shifts of 12 hrs. 7 number of people) to set up and conduct preparations for scope
3. (Estimated 3 Shifts of 12 hrs. 7 number of people) to demo affected area of the Penthouse seal
4. (Estimated 3 Shifts of 12 hrs. 10 number of people) to change out 16 Secondary Superheat
5. (Estimated 2 Shifts of 12 hrs. 7 number of people) for the replacement of the Penthouse seal box and refractory
6. (Estimated 2 Shifts of 12 hrs. 5 number of people) to restore boiler and boiler house back to normal conditions
7. Meet all standard requirements of a typical non-cold iron outage

1. Labor Cost

- a. (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
- b. (Estimated 2 Shifts of 12 hrs.; 60 Generator tube shield replacements 3 number of people)
- c. (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 3 number of people)
- d. (Estimated 1 Shifts of 12 hrs.; (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- e. (Estimated 1 Shifts of 12 hrs.; (12 Lf. of pad weld) Furnace weld build up 2 number of people)
- f. (Estimated 5 Shifts of 12 hrs.; SH section repairs (55 Dutchmen) 7 number of people)
- g. (Estimated 1 Shifts of 12 hrs.; Install 6ea 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	974.8	105,289.20	157	258.6	40,600.20	194	246.70	47,859.80
Boilermaker Apprentice	108	179.1	19,342.80	157	47.4	7,441.80	194	45.3	8,788.20
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost	\$ 81,931.87
Vendor must provide a materials price breakdown on an item-by-item basis	
3. Mob and Demob	\$ 59,009.80
4. PPE	\$ 17,796.87
5. Per Diem Total	\$ 27,300.00
6. Applicable Sales – 9%	\$ 38,187.05

Extended Total for primary super heater replacement (non-cold iron)
\$ 462,487.59

Overall Extended for primary super heater replacement (non-cold iron)
\$ _____

Primary Super Heater Change Out (17 pendants) Non-cold iron

Second boiler:

1. Estimated \$ 0 cost to submit an engineered rigging plan used for the transfer of super heater pendants.
2. (Estimated 3 Shifts of 12 hrs. 7 number of people) to set up and conduct preparations for scope
3. (Estimated 3 Shifts of 12 hrs. 7 number of people) to demo affected area of the Penthouse seal
4. (Estimated 3 Shifts of 12 hrs. 10 number of people) to change out 16 Secondary Superheat
5. (Estimated 2 Shifts of 12 hrs. 7 number of people) for the replacement of the Penthouse seal box and refractory
6. (Estimated 2 Shifts of 12 hrs. 5 number of people) to restore boiler and boiler house back to normal conditions
7. Meet all standard requirements of a typical non-cold iron outage

1. Labor Cost

- a. (Estimated 3 Shifts of 12 hrs. 3 shifts Ut support; 2 number of people)
- b. (Estimated 2 Shifts of 12 hrs.; 60 Generator tube shield replacements 3 number of people)
- c. (Estimated 1 Shifts of 12 hrs. 6 Economizer tube shield replacements 1 number of people)
- d. (Estimated 1 Shifts of 12 hrs.; (25 sq. ft.) Furnace Inconel repairs 3 number of people)
- e. (Estimated 1 Shifts of 12 hrs.; (12 Lf. of pad weld) Furnace weld build up 2 number of people)
- f. (Estimated 5 Shifts of 12 hrs.; SH section repairs (55 Dutchmen) 7 number of people)
- g. (Estimated 1 Shifts of 12 hrs.; Install 6ea 2" 900psi globe valves 2 number of people)

Labor Classification	Straight Time Rate			Overtime Rate			Double Time Rate		
	Straight Time Rate	Estimate# of Hrs.	Total Labor \$	Overtime Rate	Estimate# of Hrs.	Total Labor \$	Double Time Rate	Estimate# of Hrs.	Total Labor \$
Boilermaker	108	974.9	105,289.20	157	258.6	40,600.20	194	246.7	47,859.80
Boilermaker Apprentice	108	179.1	19,342.80	157	47.4	7,441.80	194	45.3	8,788.20
Other:	127	40	5,080	174	10	1,740	212	10	2,120
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									
Other:									

2. Bill of Material Plus Cost \$ 81,937.87
Vendor must provide a materials price breakdown on an item by item basis

3. Mob and Demob \$ 59,009.80
4. PPE \$ 17,796.87
5. Per Diem Total \$ 27,300.00
6. Applicable Sales – 9% \$ 38,187.05

Extended Total for primary super heater replacement (non-cold iron)
\$ 462,487.59

Overall Extended for primary super heater replacement (non-cold iron)
\$ 924,975.18

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) (1) and agrees that their requirements have been included in this bid proposal. **The last addenda will be issued July 7, 2024.**

CONTRACT COMPLETION TIME.

The Bidder agrees to perform the work consistent during the proposed Outages by the Waste-to-Energy Facility. A date will be provided to the successful bidder, and may be adjusted by +/-2 days as the Outage timeline shifts.

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 TEN THOUSAND DOLLARS (\$10,000.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor’s Registration No. HELFRBB876QO
(must be in effect at time of bid submittal)

U.B.I. Number 603 344 193

Washington Employment Security Department Number 603 344 193

Washington Excise Tax Registration Number 603 344 193

City of Spokane Business License Number HELFRBB876QO

(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.

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

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

Name of Bidder: Helfrich Brothers Boiler Works, Inc.



Signature of Bidder's Authorized Representative

COO

Title

39 Merrimack Street Lawrence, MA 01843

Address

978-360-5474

Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

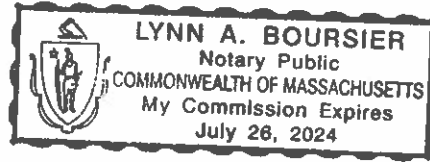
Signed and Sworn To (or Affirmed) Before Me On July 12, 2024
date

Type text here

(Seal Or Stamp)

Lynn A. Boursier
Signature of Notary Public

My appointment expires July 26, 2024



THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE. IF YOU ARE PROVIDING WITHIN ONE (1) HOUR AFTER THE PUBLISHED BID SUBMITTAL TIME – EMAIL THIS FORM TO: TPRICE@SPOKANECITY.ORG AND RRINDERLE@SPOKANECITY.ORG BY 2:00 PM ON THE BID DUE DATE.

SUBCONTRACTOR LIST

City of Spokane Project Name:

**BOILERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT
REPLACEMENT AND EMERGENCY SERVICES**

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.” (emphasis added)

Contractor shall state that any specialty sub-contractor meets all of the required minimum qualifications specified.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): Knight Construction & Supply

Work to be performed:
Crane Rental, Rigging & Hauling

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work))

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work):

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the

work): _____
Work to be performed: _____

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work) _____
Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____
Work to be performed: _____

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, Helfrich Brothers Boiler Works, Inc. as Principal, and Employers Mutual Casualty Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Services

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 July 15, 2024

AS PRINCIPAL

Helfrich Brothers Boiler Works, Inc.

By: 

Title: C.O.O

A valid POWER OF ATTORNEY must accompany this bond.

Employers Mutual Casualty Company
AS SURETY

By: Shelly Andrade
Shelly Andrade, Attorney in Fact





P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

SHELLY ANDRADE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

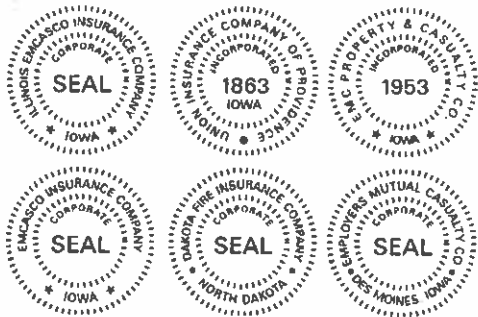
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE


I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of July, 2024.

Ryan J. Springer

Vice President

City of Spokane 2025 Proposed Outage Schedule for Superheater Replacement

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday				
	Boiler off / on-line	■												
Explosive blast clean	■													
Install / remove furnace scaffold		■	■											
Modify furnace scaffold														
Sandblast														
UT														
Hydro														
Refractory Repairs														
Grate repairs														
Replace 16 or 17 PSH or SSH Pendants														
Stage equipment / set up / mount tuggers		5	5											
Remove penthouse skin & refractory, hanger beam, j-hooks / establish cut lines / install rigging beams / remove building siding				5	5	7								
Install furnace beams / remove tie backs						3								
Remove PSH or SSH pendants / Prep						10								
Install PSH or SSH pendants / Remove furnace beam						10								
Complete PP welding						10								
Remove rigging beam / install hanger beam / install refractory and casing / install tie backs								5	5					
Remove equipment and tuggers / clean up and de-mob												5	5	
	0	0	5	5	5	5	10	10	10	10	5	5	0	0
Routine Outage Tasks														
Mob - De-mob				5										5
UT								2	2	2				
Gen Shields										2	2	2		
Valves									1	1				
Econ Shields											1			
Inconel Overlay								1	1	1				
Furnace pad welds										2				
SH Dutchmen								7	7	7	7	7		

BRAND SERVICES, LLC

GENERAL NOTES

- The intended purpose of this layout is to provide a schematic representation of the use and placement of BESL equipment for the subject structure. This layout does not represent the structure in its entirety.

Customer is required to design and furnish all additional shoring and scaffolding equipment as necessary for areas not furnished by BESL as required to complete the project. It is the sole responsibility of customer to review and verify that the use and placement of BESL equipment as per the layout meets all of the requirements necessary to complete the portion of the project utilizing BESL equipment.
- Pictorial representations of items not supplied by BESL are illustrative only and do not imply BESL endorsement. Customer is solely responsible for the design, use and application of these items.
- Guardrail systems are required by OSHA and other governmental agencies on the open sides of work decks. Customer is responsible for the design, supply, installation and use of guardrail systems and/or safety devices to meet OSHA and other governmental agency requirements. The depictions of guardrail systems or safety devices on some portions of the layout are illustrative only and not intended to relieve customer of his responsibility in this regard.
- Verification of the structure's ability to safely sustain the loads imparted to it by BESL equipment is the responsibility of others.
- Customer to check and verify all dimensions at job before proceeding with work.
- Deviation from these layouts may be made only under the direction and supervision of a qualified person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work, or the project: and/or with the consultation of Brand Energy & Infrastructure Engineering Department.
- Do not intermingle or mix BESL supplied components with those of other suppliers.
- All vertical scaffolding equipment shall be plumb in both directions unless otherwise specified in the layout.
- Unless provided otherwise in the contract, to the maximum extent permitted by law, customer shall indemnify, defend and hold harmless BESL against and from any and all claims, actions, expenses, damages, losses and liabilities, including attorney's fees, for personal injuries (including death) and/or property damage arising from or in connection with this drawing or equipment, including, without limitations, its manufacture, selection, purchase, delivery, maintenance policies thereon, to the extent such claims, actions, expenses, damages, losses and liabilities are caused by the acts or omissions of customer. Customer's use of the equipment and/or this drawing shall constitute customer's acceptance of this indemnity agreement. BESL hereby disclaims any implied warranty of merchantability or fitness for a particular purpose and any and all liability of every kind and nature related to this drawing and its use.
- The scaffolding detailed herein these layout drawings was designed following all current federal, state/provincial and local applicable codes which may include the following: US OSHA 1910 & 1926, ANSI A10.8, CSA Z797 & 269.2 and CalOSHA.

FOR ACCESS SCAFFOLDING DEFINED AS A TEMPORARY ELEVATED PLATFORM AND ITS SUPPORTING STRUCTURE OR SUSPENDED PLATFORM USED TO SUPPORT USERS OR MATERIALS, OR BOTH, COMPLY WITH THE FOLLOWING ADDITIONAL NOTES:

- Scaffolding shall be installed, used, inspected and maintained in compliance with safe practice, governmental regulations, rules, ordinances, as well as printed instructions and layouts issued by BESL.
- Design load is 25 lbs/sq. ft. of working area. Design load on sidewall brackets or retractable projections is 25 lbs/sq. ft. of working area (no material storage permitted). The equipment, as shown, has been designed to support the above indicated maximum load including user, equipment and material. Loads in excess of this shall not be imposed on BESL equipment
- Customer shall assure that all solid sawn scaffold planks shall be of a "scaffold plank grade" and shall be certified by or bear the grade stamp of a grading agency approved by the American Lumber Standards Committee. Wood scaffold plank, other than solid sawn, shall bear the grade of an independent, nationally recognized, inspection agency certifying equivalency with solid sawn planks. Fabricated planks, or fabricated platform(s) shall comply with ANSI A 10.8-2011.
- Unless otherwise contracted for, installation, initial inspection after the installation, and subsequent inspections and maintenance of the equipment is the responsibility of the customer.
- NOT DESIGN FOR SEISMIC LOADING UNLESS NOTED OTHERWISE NOTED ON DRAWING.

FOR SECTIONAL FRAMES, QES, CUPLOK, RINGLOCK, SURELOCK, TUBELOX SCAFFOLDING COMPLY WITH THE FOLLOWING ADDITIONAL ITEMS:

- Customer shall provide sound, rigid scaffold footings or anchorage for supporting and distributing maximum intended loads without settlement or displacement.
- Maximum number of working levels is 1. Maximum number of platform levels calculated at 5 lbs. per square foot in addition to working levels is 10.
- Maximum permissible length of exposed thread of the adjustable screw leg is 12 inches.
- Butt and tie scaffolding to building or structure at each end and at intervals of 30 ft. max. horizontally. Butt and tie the scaffold at vertical intervals of 26 ft. max. for scaffold wider than 3 feet and 20 feet vertically for all scaffold 3 feet wide or less. Any free standing portion of a scaffold shall be butt and tied vertically at intervals not exceeding 4 times the minimum base dimension. or per local regulations or codes
- Customer must provide an interface between the scaffold and the structure which allows safe access between the two locations where such access is required and is not part of the scaffold installation.
REFER TO SAFETY RULES AND INSTRUCTIONS # CUPLOK

FOR SPRINT SCAFFOLDING COMPLY WITH THE FOLLOWING ADDITIONAL ITEMS:

- Customer shall provide sound, rigid scaffold footings or anchorage for supporting and distributing maximum intended loads without settlement or displacement.
- Sprint Steel Plank or Ladder Platforms are required on all scaffold levels. If plank or platforms cannot be used or must be removed in any bay, runners and diagonal plan bracing must be installed.
- Diagonal brace must be installed on the first bay erected, and a maximum of every fourth bay in a run of scaffolding.
- Maximum number of working levels is _____
- Maximum permissible length of exposed thread of the adjustable screw leg is _____ inches.
- Butt and tie scaffolding to building or structure at each end and at a maximum of 3 bays horizontally and at least every 20 feet vertically. Any free standing portion of a scaffold shall be butted and tied vertically at intervals not exceeding 4 times the minimum base dimension.
- Customer must provide an interface between the scaffold and the structure which allows safe access between the two locations where such access is required and is not part of the scaffold installation.
REFER TO SAFETY RULES AND INSTRUCTIONS # _____

FOR WRAPPED OR SCAFFOLDS ENCLOSED WITH CONTAINMENT SYSTEMS

- Wind loads, were applicable, have been calculated in accordance with ASCE-10 cases where the BESL or other acceptable standards. This scaffold is NOT designed to support containment or weather protection and therefore has NOT been designed for any significant wind loads.
- Secure or remove all loose plank against winds exceeding 30 mph.
- All personnel must abandon scaffold if winds exceed 30 mph.

WARNING

Serious injury may result if you fail to use safe practice in the erection, dismantling or use of BESL equipment. Erectors, dismantlers, and users must be familiar with and follow current laws and regulations, safe practice and the Safety Rules and Instructions. Individuals using this equipment must be instructed in these requirements. Safety Rules and Instructions pertaining to the products shown herein are provided upon sale or rental of equipment. Additional copies or further information will be provided upon your request.

It is important to note that current OSHA regulations require the use of guardrail systems and/or fall protection devices at all working levels, open sides, and at all other openings on platforms and work areas above certain heights, as specified by OSHA. In all cases, where a user is exposed to a fall hazard in the use of this equipment, guardrail systems, where appropriate or other personal fall protective devices, must be utilized. Means of access must be made available by the customer to all locations where people are expected to work. Materials for the provision of such means of access may be job built by the customer, or, at the customer's option, be obtained through BRAND ENERGY & INFRASTRUCTURE or other suppliers. BRAND ENERGY & INFRASTRUCTURE will, at customer's request, consult on alternate means of access.

DURING USE OF EQUIPMENT ALWAYS FOLLOW SEPARATE SAFETY RULES & INSTRUCTIONS AS INDICATED IN EACH SPECIFIC SECTION.

LUMBER DESIGN VALUES

Suggested lumber details shown are based on the use of Lumber with allowable unit stresses increased per ANSI/AF&PA NDS - 2005 for short term loading to the limiting values below:

Extreme fiber stress in bending	1,640 PSI
Horizontal shear	180 PSI
Compression perp. to grain	625 PSI
Compression parallel to grain	1,350 PSI
Modulus of elasticity	1,600,000 PSI

Face grain of plywood must run at right angles to its support. Plywood suggested in layout assumed to be A.P.A. plyform Class I, B-B exterior type PS 1-95 or equal in "as new" condition. Customer must make suitable allowances for lower grades or condition of plywood used.

THIS DRAWING IS LOANED WITH THE EXPRESSED AGREEMENT THAT THE DRAWING AND INFORMATION THEREIN CONTAINED ARE THE PROPERTY OF BRAND ENERGY & INFRASTRUCTURE AND WILL NOT BE REPRODUCED, COPIED, OR OTHERWISE DISPOSED OF, DIRECTLY OR INDIRECTLY AND WILL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN MAKING OR TO FURNISH ANY INFORMATION FOR THE MAKING OF DRAWING, PRINTS, OR OTHER REPRODUCTIONS HEREOF, OR FOR THE MAKING OF APPARATUS OR PARTS THEREOF, EXCEPT UPON WRITTEN PERMISSION OF BRAND ENERGY & INFRASTRUCTURE, FIRST OBTAINED AND SPECIFIC AS TO EACH CASE. THE ACCEPTANCE OF THIS DRAWING WILL BE CONSTRUED AS AN ACCEPTANCE OF THE FOREGOING AGREEMENT.

TITLE COVER SHEET DATE: 11/09/2015

PROJECT UNIT #1 BOILER

LOCATION SPOKANE, WA

CUSTOMER CITY OF SPOKANE



St. Louis Design Office 2233 Cassens Dr. Fenton, MO 63026
636-203-9182

PROJECT NUMBER

2015-688

SHEET NO 1 OF 2

NO CHANGES OR MODIFICATIONS TO THIS DESIGN ARE ALLOWED WITHOUT THE WRITTEN PERMISSION FROM BRAND ENGINEERING SERVICES

DRAWING REVIEWED & ACCEPTED BY INITIALS/DATE DRAWING# 2015-688 REVISION# D

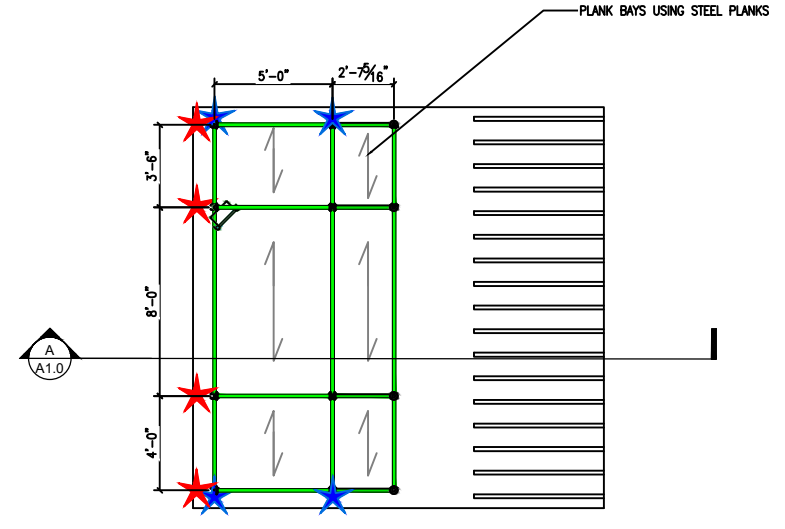
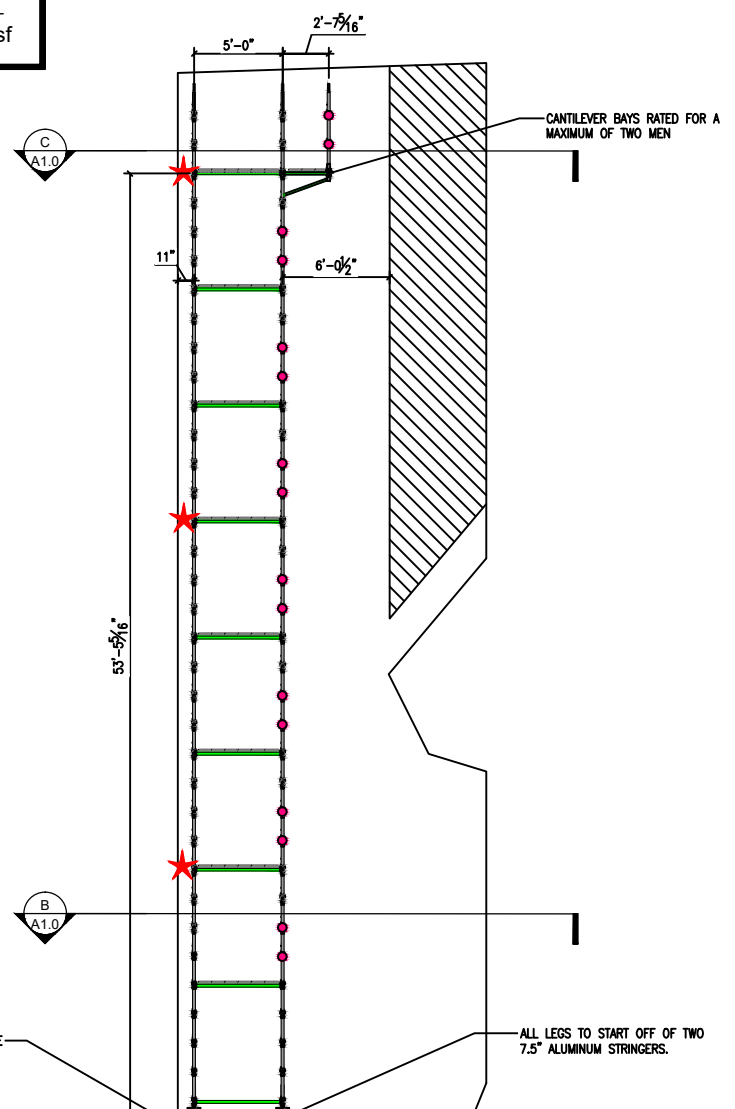
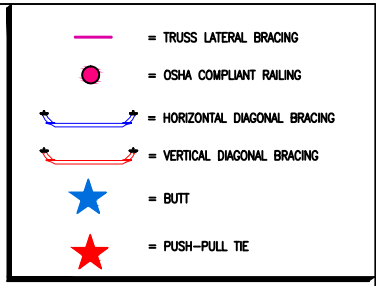
LEAD OPERATING MANAGER _____

SUPERVISOR/FOREMAN _____

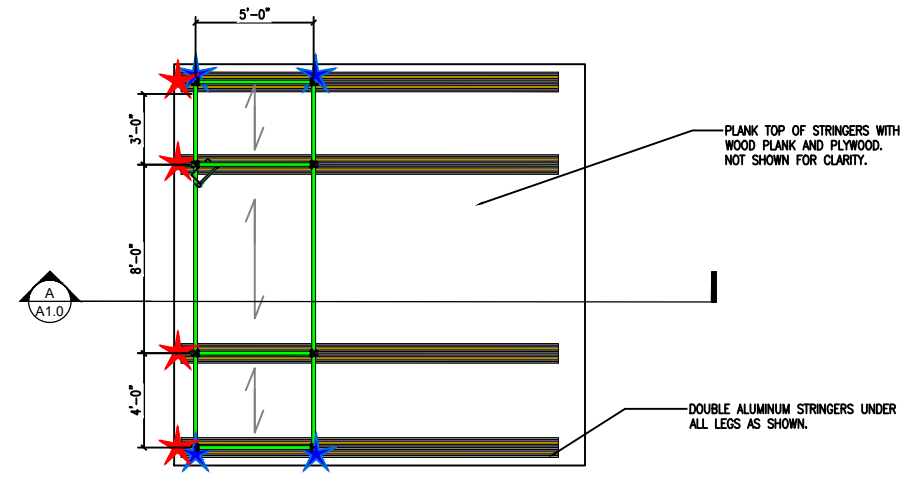
SAFETY _____

NOT TO BE ERECTED UNTIL ACCEPTED.

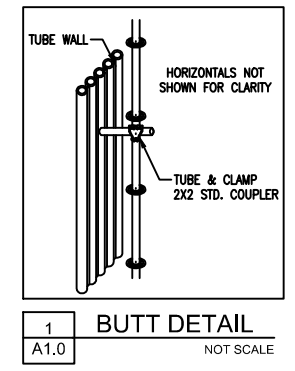
Scaffold System: Cuplok
 No. of Plank Levels: 8
 No. of Working Levels: 1
 Scaffold Live Load: 25 psf



C PLAN VIEW
 A1.0 SCALE 1/4"=1'-0"



B PLAN VIEW
 A1.0 SCALE 1/4"=1'-0"



1 BUTT DETAIL
 A1.0 NOT SCALE

A SECTION VIEW
 A1.0 SCALE 3/16"=1'-0"

HIGHEST LEG LOAD
 Dead Load = 1385 lbs:
 Live Load = 900 lbs
TOTAL LOAD 2285 LBS

ENGINEER OF RECORD TO VERIFY THAT THE EXISTING STRUCTURE CAN SAFELY SUPPORT ALL IMPOSED LOADS

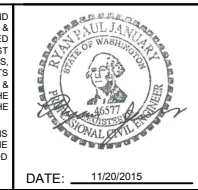
NOTE: RYAN JANUARY P.E. SEAL COVERS BRAND ENERGY & INFRASTRUCTURE SUPPLIED EQUIPMENT ONLY. THIS APPROVAL DOES NOT COVER THE STRUCTURE OR THE STRUCTURE'S ABILITY TO SAFELY SUSTAIN THE LOADS IMPARTED TO IT BY THE BRAND ENERGY & INFRASTRUCTURE EQUIPMENT AS INDICATED. VERIFICATION OF THE STRUCTURE'S ABILITY TO SAFELY SUSTAIN THE LOADS IMPARTED TO IT BY THE BRAND ENERGY & INFRASTRUCTURE EQUIPMENT IS THE RESPONSIBILITY OF OTHERS.

- NOTES**
- ALL BRACING, TIES & GUARDRAILS MUST BE INSTALLED AS SCAFFOLD IS ERECTED
 - GUARDRAIL TYPICAL AROUND ALL PERIMETERS WHERE DISTANCE FROM THE SCAFFOLD TO THE STRUCTURE IS GREATER THAN 14"
 - STAIR OR LADDER ACCESS MUST BE PROVIDED TO ALL PLANKED LEVELS WITH BREAK AND REST DECKS EVERY LIFT FOR STAIRS AND EVERY 30ft. (MAXIMUM) FOR LADDERS. 14ft. RECOMMENDED MAXIMUM 200ft. DISTANCE BETWEEN ANY TWO ACCESS POINTS.
 - KEEP ALL DECKS CLEAR OF DEBRIS & SAND
 - SECURE ALL PLANKS TO BEARERS, STRINGERS OR LEDGERS
 - ALL JACKS ARE TO BE SECURED TO A MINIMUM 18"x24" SILL CONSISTING OF THREE 9"x24" STANDARD WOOD SCAFFOLD PLANKS COMPOSED IN AN 'H' PATTERN. SILL DESIGN BASED UPON A PROPERLY COMPACTED FOUNDATION WITH A BEARING CAPACITY OF 1500 PSF. ENGINEER OF RECORD TO VERIFY FOUNDATION CAPACITY AND ADJUST SILL AREA IF REQUIRED.
 - ALL TRUSSES MUST BE HORIZONTALLY BRACED PER MANUFACTURE'S RECOMMENDATIONS
 - SCAFFOLD NOT DESIGNED FOR CONTAINMENT UNLESS OTHERWISE NOTED
 - ENGINEER OF RECORD TO VERIFY THAT THE EXISTING STRUCTURE CAN SAFELY SUPPORT ALL IMPOSED LOADS.

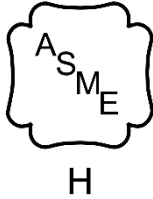
LETTER	REVISION	DATE	BY	APP'D
D	REMOVED HANGING SCAFFOLD AND CHANGED LAYOUT	11/20/15	JB	R.JANUARY
C	CHANGED 3' BAYS TO 3'6" BAYS	11/16/15	JB	R.JANUARY
B	CHANGED 4' CANTILEVER TO A 3' CANTILEVER	11/9/15	JB	R.JANUARY
A	CHANGED A 4' BAY TO A 3' BAY	11/9/15	JB	R.JANUARY

THIS DRAWING IS LOANED WITH THE EXPRESSED AGREEMENT THAT THE DRAWING AND INFORMATION THEREIN CONTAINED ARE THE PROPERTY OF BRAND ENERGY & INFRASTRUCTURE AND WILL NOT BE REPRODUCED, COPIED, OR OTHERWISE DISPOSED OF, DIRECTLY OR INDIRECTLY AND WILL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN MAKING OR TO FURNISH ANY INFORMATION FOR THE MAKING OF DRAWING, PRINTS, OR OTHER REPRODUCTIONS HEREOF, OR FOR THE MAKING OF APPARATUS OR PARTS THEREOF, EXCEPT UPON WRITTEN PERMISSION OF BRAND ENERGY & INFRASTRUCTURE. FIRST OBTAINED AND SPECIFIC AS TO EACH CASE. THE ACCEPTANCE OF THIS DRAWING WILL BE CONSTRUED AS AN ACCEPTANCE OF THE FOREGOING AGREEMENT.

FOR IMPORTANT GENERAL NOTES AND ACCESS RECOMMENDATIONS APPLYING TO THIS PROJECT BE CERTAIN TO REFER TO SHEET NO. 1. DO NOT PROCEED WITH THE ERECTION OR USE OF THIS EQUIPMENT UNLESS YOU HAVE READ AND UNDERSTOOD THE SAFETY INFORMATION CONTAINED IN THE MANUAL FOR Cuplok



TITLE: PLAN & SECTION VIEWS	SCALE: AS SHOWN
PROJECT: UNIT #1 BOILER	DATE: 11/09/2015
LOCATION: SPOKANE, WA	PROJECT NO.: 2015-688
CONTRACTOR: CITY OF SPOKANE	SHEET NO.: A1.0
BRAND ENERGY & INFRASTRUCTURE SERVICES St. Louis Design Office 2233 Cassens Dr. Fenelon, MO 63026 636-203-8182	DRAWN BY: J. BRIGHTMAN CHECKED BY: R. JANUARY APPROVED BY: R. JANUARY
DATE: 11/20/2015	PAGE NO.: 2 OF 2 Rev: D



CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence, Massachusetts 01843
United States

SCOPE:

Heating boilers except cast iron and cast aluminum at the above location and field sites controlled by the above location

AUTHORIZED: **March 8, 2022**

EXPIRES: **March 8, 2025**

CERTIFICATE NUMBER: **12037**

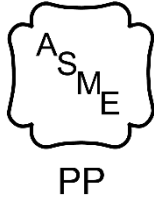
A handwritten signature in black ink, appearing to read 'Richard D. Caplan'.

Board Chair, Conformity Assessment

A handwritten signature in black ink, appearing to read 'Paul Chang'.

Managing Director, Conformity Assessment





CERTIFICATE OF AUTHORIZATION

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COMPANY:

Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence, Massachusetts 01843
United States

SCOPE:

Fabrication and assembly of pressure piping at the above location and field sites controlled by the above location

AUTHORIZED: **March 8, 2022**

EXPIRES: **March 8, 2025**

CERTIFICATE NUMBER: **10321**

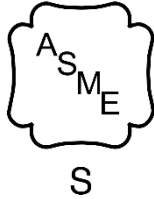
A handwritten signature in black ink, appearing to read 'Richard B. Caplan'.

Board Chair, Conformity Assessment

A handwritten signature in black ink, appearing to read 'Paul Chang'.

Managing Director, Conformity Assessment





CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence, Massachusetts 01843
United States

SCOPE:

Manufacture and assembly of power boilers at the above location and field sites controlled by the above location

AUTHORIZED: **March 8, 2022**

EXPIRES: **March 8, 2025**

CERTIFICATE NUMBER: **12147**

Handwritten signature of Richard D. Caplan in black ink.

Board Chair, Conformity Assessment

Handwritten signature of Paul Chang in black ink.

Managing Director, Conformity Assessment





CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence, Massachusetts 01843
United States

SCOPE:

Manufacture of pressure vessels at the above location and field sites controlled by the above location (This authorization does not cover impregnated graphite)

AUTHORIZED: **March 8, 2022**

EXPIRES: **March 8, 2025**

CERTIFICATE NUMBER: **10320**

A handwritten signature in black ink, appearing to read 'Richard D. Caplan'.

Board Chair, Conformity Assessment

A handwritten signature in black ink, appearing to read 'Paul Chang'.

Managing Director, Conformity Assessment



**THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS**

Certificate of Authorization



This is to certify that

**Helfrich Brothers Boiler Works, Inc.
39 Merrimack Street
Lawrence, Massachusetts 01843
United States**

Acceptable Abbreviation: HBBW

is authorized to use the R Symbol in accordance with the provisions of the National Board Inspection Code and NB-415, Accreditation of "R" Repair Organizations.

All activities within the scope of this Authorization shall be controlled by the above location.

The scope of this Authorization is limited to:

**Metallic
Repairs and Alterations
At
Shop and Field Locations**

Certification Number: 87

Issue Date: March 7, 2022

Expiration Date: March 8, 2025

Executive Director



City of Spokane

PW ITB 6143-24

Boilermaker Services for Scheduled Outages, Superheater Pendant Replacements, and Emergency Services

Helfrich Brothers Boiler Works, Inc. - Recent WTE SuperHeater Replacement Experience

Recent WTE SH Replacement Experience					
Date	Job	Customer	Scope	Contact	Email
Jan-24	24-5027	Win-Waste Westchester	Replace 51 SH Pendants	David Shepperly	Dschepperly@win-waste.com
23-Nov	23-5091	City of Spokane	Replace 34 SSH Pendants	David Paine	Dpaine@spokanecity.org
23-Apr	23-5031	Win-Waste Westchester	Replace 51 SH Pendants	David Shepperly	Dschepperly@win-waste.com
23-Jan	23-5030	Win-Waste Westchester	Replace 51 SH Pendants	David Shepperly	Dschepperly@win-waste.com
23-Apr	23-5000	Win-Waste Baltimore	Replace 51 SH Pendants	Jim Robertson	JRobertson1@win-waste.com
23-Mar	23-5001	Win-Waste Baltimore	Replace 51 SH Pendants	Jim Robertson	JRobertson1@win-waste.com



< Business Lookup

License Information:

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

Entity name: HELFRICH BROS BOILER WORKS, INC.

Business name: HELFRICH BROS BOILER WORKS INC

Entity type: [Profit Corporation](#)

UBI #: 603-344-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

Mailing address: 39 MERRIMACK ST
LAWRENCE MA 01843-1436

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2025	Dec-13-2013

Governing People May include governing people not registered with Secretary of State

Governing people	Title
HELFRICH JR, VINCENT	
HELFRICH, JOSEPH	

Registered Trade Names

Registered trade names	Status	First issued
HELFRICH BROS BOILER WORKS INC	Active	Dec-13-2013

The Business Lookup information is updated nightly. Search date and time: 11/15/2024 9:22:43 AM

[Contact us](#)

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[Take our survey!](#)

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

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

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

PRODUCER Cleary Insurance Inc 226 Causeway Street Boston MA 02114-2155		CONTACT NAME: Ruth Resca PHONE (A/C, No, Ext): (617) 723-0700 E-MAIL ADDRESS: rresca@clearyinsurance.com FAX (A/C, No): (617) 723-7275	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	NAIC # 24856
		INSURER B: Commerce Insurance Company	34754
		INSURER C: Starr Indemnity & Liability Company	38318
		INSURER D: Berkshire Hathaway Homestate Insurance Co.	20044
		INSURER E: Ironshore Specialty Insurance Company	25445
		INSURER F:	
INSURED Helfrich Brothers Boiler Works, Inc. 39 Merrimack Street Lawrence MA 01843			

COVERAGES**CERTIFICATE NUMBER:** 2024-2025 Master Liabilit**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CA-000042055-04	06/01/2024	06/01/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
	PRODUCTS - COMP/OP AGG			\$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:									
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			L10664	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY						SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> AUTOS ONLY					\$				
C/F	<input type="checkbox"/> UMBRELLA LIAB			1000586389241/ BCS8800051	06/01/2024	06/01/2025	EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000	
DED RETENTION \$									
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HEWC524253	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				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	
E	Contractors Pollution Liability			ICELLUW00158980	06/01/2024	06/01/2025	Each Claim Limit	\$1,000,000	
							Aggregate Limit	\$1,000,000	

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

PROFESSIONAL LIABILITY - INSURER G: Peleus Insurance Company NAIC# 34118 Pol No. 121 CTR 0213814-00 06/01/2024-06/01/2025 \$1,000,000 Ea Claim \$1,000,000 Aggregate

City of Spokane is additional insured when required by written contract. Coverage is primary noncontributory when required by written contract. Waiver of subrogation applies when required by written contract. Policy forms CG2010 12/19, CG2037 12/19, CG2404 05/09, CIC957 10-06, AD 6893 01/17 and WC000313. Umbrella coverage is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/4/2024

Clerk's File # OPR 2025-0006

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	RFP 6255-24
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Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	REVENUE
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Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 FIVE YEAR CONTRACT AWARD FOR METAL RECYCLING		
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Agenda Wording

Five year contract award to American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility's metals ash and scrap metal from 1/1/2025-12/31/2029 with an anticipated revenue of \$100,000.00 annually.

Summary (Background)

At the Waste to Energy Facility, ferrous metals and large metal items are removed from the ash and tipping floor prior to disposal at the landfill for recycling. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city. On November 4, 2024, bidding closed on RFP 6255-24 for the process, transport and purchase of the Waste to Energy Facility's metals. American Recycling Corporation was the only respondent.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 0
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Current Year Cost	\$ 0
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Subsequent Year(s) Cost	\$
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Narrative

This is a revenue generating contract for the metals/recycling budget. It is planned for in the Solid Waste Disposal budget annually.

Amount

Budget Account

Revenue	\$ 500,000.00	# 4490-44110-37079-36911
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for metals transport and recycling at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2024, bidding closed on RFP 6255-24 for the process, transport and purchase of the Waste to Energy Facility's metals. American Recycling Corporation (Spokane Valley, WA) was the only respondent. The resulting contract would be for five years, from January 1, 2025 through December 31, 2029. Expected revenue from this contract is approximately \$500,000.00 (\$100K annually).</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>0</u></p> <p> Current year cost: 0</p> <p> Subsequent year(s) cost: 0</p> <p>Narrative: <u>This is a revenue generating contract for the metals/recycling budget. It is planned for in the Solid Waste Disposal budget annually.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works 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

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

Not applicable



City of Spokane
REVENUE AGREEMENT
Title: PROCESS, TRANSPORT AND PURCHASE OF FACILITY METALS

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **DESCRIPTION OF WORK.** The City shall provide Company Post Combustible Recovered Metals, Recovered Metals, Tipping Floor Recovered Metals and Recovered Metals from the Recycling Area of the City's Waste to Energy Facility, in accordance with the City's Request for Proposals (RFP #6255-24) and the Company's response to the City's RFP, dated November 4, 2024, and is attached hereto.
2. **CONTRACT TERM.** The Agreement shall begin on January 1, 2025, and end on December 31, 2029, unless terminated earlier.
3. **COMPENSATION.** The Company will pay the City for all recyclable metals picked up at the WTEF and delivered to the Company's yard. Compensation will be paid according to scale ticket net weights with the ferrous materials paid in net tons and the non-ferrous materials paid in pounds. The City estimates approximately **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as annual revenue from the Company for the RECOVERED METALS provided for under this Agreement. There will be no costs to the City for Company's performance of the services related to this Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Agreement.
 - A. **BUY PRICE QUOTE:** The buy prices paid to the City will be based on AMM magazine categories. The Company will use the published price on the 15th of each month (retro for the entire month)

Ferrous buy prices quote:
The category Company will use is LA Export and Dealer Buying Prices published on the 15th of every month (retro for the entire month). Company will use the #2 bundles commodity, minus (-) an adjustment and changed from gross tons to net tons.

Category – adjustment, divided by 1.12 (gross ton converted to net ton) = buy price.

Formula for Incinerator if American Recycling hauls material:

Category price - adjustment, divided by 1.12 (gross ton to net ton) = buy price.

Example Formula:

LA price for #2 bundles (\$70.00 g.t - \$125.00 g.t.) / 1.12 = \$0.00 per net ton.

Formula for Tipping Floor if American Recycling hauls material:

Example:

LA, export yard buying price for No. 2 bundles (\$70.00 g.t. - \$85.00 g.t. /1.12 = \$0.00 per net ton.

Formula Example for Incinerator if City of Spokane hauls material:

Example:

LA, export yard buying price for No. 2 bundles (\$70.00 g.t. - \$85.00 g.t.) / 1.12 - \$0.00 per net ton.

Formula for Tipping Floor if City of Spokane hauls material:

Example:

LA, export yard buying price for No. 2 bundles (\$70.00 g.t. - \$45.00 g.t. /1.12 = \$22.32 per net ton.

Category adjustments:

The discrepancy between American Recycling hauling and the City of Spokane hauling is \$40.00 per gross ton per load of material.

[LA Export yard buying price for #2 bundles is used in both cases]

Note: These prices are for metal. Any wood, rocks, cement, rubber, carbon or other non-metallic items will be adjusted off the scale weights and sent back to the WTEF.

4. PAYMENT. The Company shall submit payment on a monthly basis to the Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, Washington 99224. If the City objects to all or any portion of the payment, it shall notify the Company and reserves the right to only receive that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERMINATION. Either party may terminate this Agreement, with cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

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

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

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 Company's services to be provided under this Agreement;

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

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

D. **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.

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

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

11. BUSINESS REGISTRATION REQUIREMENT. 8 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.

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

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

14. MISCELLANEOUS PROVISIONS.

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

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

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

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

AMERICAN RECYCLING CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Company’s response to RFP, dated November 4, 2024

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.

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 6255-24
Bid Title Process, Transport and Purchase WTEF Metals
Due Date Monday, November 4, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company American Recycling Corporation
Submitted By Jacob VanderZanden - Friday, November 1, 2024 1:24:06 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jake@arecycling.com 5092027533

Comments**Question Responses**

Group	Reference Number	Question	Response
Contact Information			
	1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & email address:	American Recycling Corporation, Jake VanderZanden, 6203 E Mission Ave. Spokane Valley, Washington 99212, 509-535-4271 & jake@arecycling.com
	2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Jake VanderZanden, 509-202-7533, jake@arecycling.com
Questions to Answer Group:			
	1	Proposer has read and understands Request for Proposal document.	YES
	2	Proposer acknowledges compliance with Terms and Conditions as set forth in Request for Proposals document. If answer is "NO", include requested exception in proposal submittal to be considered.	YES
	3	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	YES

4	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
Documents to Upload Group:		
1	Upload Request for Proposal Response (Proposal). Only one document can be uploaded in this line item.	CITY OF SPOKANE BID 2024.pdf
2	Upload Addenda documents if applicable. Combine documents if necessary. Only one document can be uploaded in this line item.	
3	If you have additional information/documents to submit, upload them here.	
4	If you have additional information/documents to submit, upload them here.	
5	If you have additional information/documents to submit, upload them here.	
6	If you have additional information/documents to submit, upload them here.	



INLAND NORTHWEST'S
RECYCLING SPECIALISTS

October 28th, 2024

City of Spokane – Nelson Purchasing Center
915 N Nelson Street
Spokane, Washington 99202

RE: RFP#6255-24 Process, Transport and Purchase WTEF Metals

We are American Recycling Corporation located at 6203 E Mission Ave. in Spokane Valley, Washington. We have no current or former city employees employed with us nor do we have any on our governing board. We have not had any previous city employees that have worked for us in the last twelve months or any on our governing board.

American Recycling Corporation acknowledges that we will comply with all terms and conditions set forth in the Request for Proposal unless otherwise agreed on by the City.

American Recycling Corporation
6203 E. Mission Ave.
Spokane Valley, WA 99212
509-535-4271 Office
509-536-9438 Fax

Jake VanderZanden
General Manager
509-202-7533 cell
Jake@arecycling.com



INLAND NORTHWEST'S
RECYCLING SPECIALISTS

PROPOSAL:

PROJECT APPROACH / METHODOLOGY: (see "WORK PLAN" for approach and methodology)

WORK PLAN:

This includes the Processing, Transport and Purchase of Facility Metals. These metals include post combustible recovered metals, tipping floor recovered metals and recovered metals from the recycling area of the Waste to Energy Plant.

All metals recovered will be hauled by American Recycling trucks and drivers or by the City of Spokane according to the accepted bid proposal. The trucks will be loaded with the post combustible recovered metals by American Recycling employees (or by the City of Spokane employees) into appropriate boxes prior to removal. The tipping floor boxes will be picked up as needed when American Recycling is contacted by the City of Spokane employees working on the tipping floor. The recycling area metals boxes will be picked up and returned when notified by City employees working in the recycling area.

PROJECT SCHEDULE:

American Recycling employees will work daily to take care of the need of the Waste to Energy Plants recoverable metals. American Recycling employees work Monday – Friday, weekends and holidays as needed and will continue to give the same service as necessary to take care of the Waste to Energy Plant's recoverable metal needs.

DELIVERABLES:

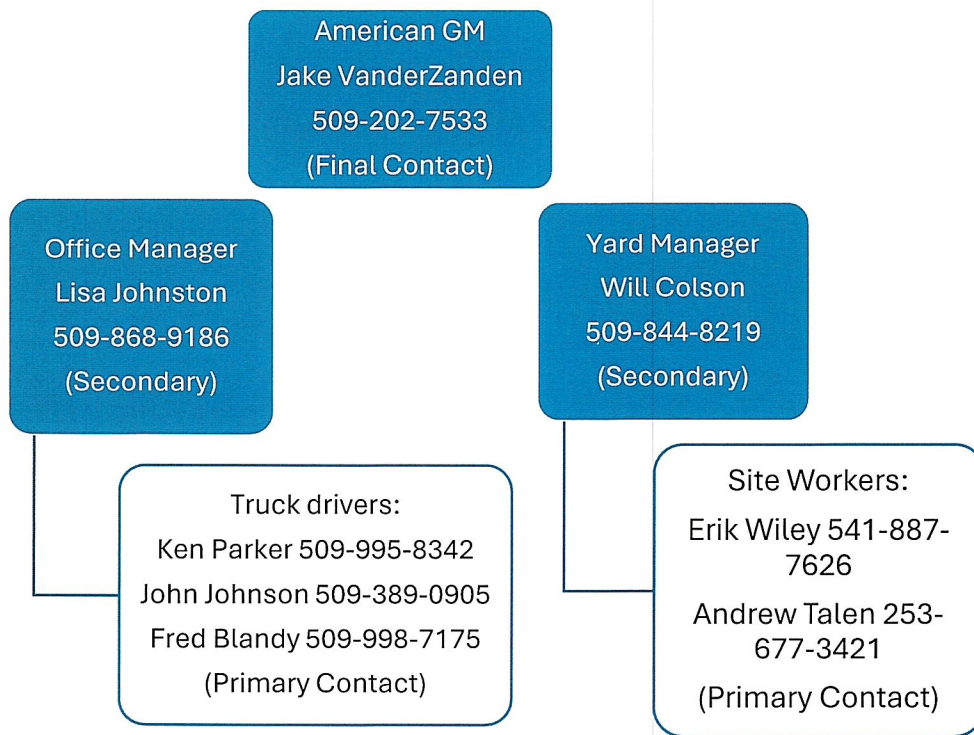
American Recycling has and will continue to provide all the needed equipment to fully execute the proposed work plan. That equipment has and will include trucks, cranes, balers, forklifts, skid steers, roll-off boxes and bins as needed.



MANAGEMENT PROPOSAL:

There will be no subcontractors used during the project. The entire project team will consist of American Recycling employees.

AMERICAN RECYCLING ORGANIZATIONAL CHART



STAFF QUALIFICATIONS: (see attached resume for on-site employees)



INLAND NORTHWEST'S
RECYCLING SPECIALISTS

EXPERIENCE OF THE FIRM:

American Recycling Corporation has operated as a full line recycling facility in the Spokane area since 1970. That includes processing, transporting and handling of all types of recycled metal materials. American Recycling has bought and sold all metals, working with hundreds of commercial businesses and thousands of individual recyclers in the Spokane and North Idaho areas. We supply all types of bins, roll offs and trailers. American Recycling delivers and picks these up as needed by the customers. Some of our biggest customers are the City of Spokane, Metals Fabrication Company, Avista and Kootenai County Landfills, just to name a few.

American Recycling has had a long history with the City of Spokane. American Recycling has had the contract for post combustible recovered metals and tipping floor materials for the last thirty years. This has been done in a satisfactory manner and American Recycling Corp. feels confident we will do the same with the new contracted metals.

COST PROPOSAL:

There will be no costs to the City of Spokane for the performance of services in this contract. American Recycling will pay for all its employees and the costs incurred in the performance of this contract.

American Recycling will pay the City of Spokane for all recyclable metals picked up and delivered to its yard based on a current scrap index. These will be paid off scale ticket net weights with the ferrous materials paid in net tons.

BUY PRICE QUOTE:

The buy prices paid to the City of Spokane will be based on AMM Magazine categories. American Recycling will use the published price on the 15th of each month (retro for the entire month)

Ferrous buy prices quote:

The category we will be using is LA, export yard buying price published on the 15th of every month (retro for the entire month). We will be using the No.2 bundles commodity, minus an adjustment and converted from gross tons to net tons.

Category – adjustment, divided by 1.12 (gross ton converted to net ton) = buy price.

(This formula is based on today's current price. These prices are liable to fluctuate based on scrap metal markets)

Formula for Incinerator if American Recycling hauls material:

Example:

LA, export yard buying price for No.2 bundles (\$70.00 g.t. - \$125.00 g.t.) / 1.12 = \$0.00 per net ton.

Formula for Tipping Foor if American Recycling hauls material:



INLAND NORTHWEST'S
RECYCLING SPECIALISTS

Example:

LA, export yard buying price for No.2 bundles $(\$70.00 \text{ g.t.} - \$85.00 \text{ g.t.}) / 1.12 = \$0.00 \text{ per net ton.}$

Formula for Incinerator if City of Spokane hauls material:

Example:

LA, export yard buying price for No.2 bundles $(\$70.00 \text{ g.t.} - \$85.00 \text{ g.t.}) / 1.12 = \0.00 per net ton

Formula for Tipping Floor if City of Spokane hauls material:

Example:

LA, export yard buying price for No. 2 bundles $(\$70.00 \text{ g.t.} - \$45.00 \text{ g.t.}) / 1.12 = \$22.32 \text{ per net ton}$

See attached AMM (American Metals Market)

If the formula drops the price to a negative amount, the City of Spokane will not be charged for this material. Instead, this will be held at \$0.00 value.

Category Adjustments:

The discrepancy between American Recycling hauling and the City of Spokane hauling is \$40.00 per gross ton per load of material.

LA, export yard buying price for No.2 bundles is used in both cases.

Note: It needs to be noted that these prices are for metal only. Any non-metallic products (such as dirt, garbage, wood, plastic, rubber or ash) found in either the Incinerator or Tipping floor are susceptible to deductions. Due to an increase in ash content of the incinerator product. American Recycling proposes a **48% weight deduction per load** based on the recent metal recovery history for the Incinerator scrap. Ash weight deductions may be re-evaluated if the process at the City of Spokane improves.

General Manager: Jake VanderZanden

Symbol	Description	Date	Price	+/-	Month	Monthly Average
MB-STE-0274	Steel scrap machine shop turnings, consumer buying price, delivered mill Detroit, \$/gross ton	09 Oct 2024	240	0.00%	Sep 2024	240
MB-STE-0273	Steel scrap shredded auto scrap, consumer buying price, delivered mill Detroit, \$/gross ton	09 Oct 2024	370	0.00%	Sep 2024	370
MB-STE-0275	Steel scrap cut structural/plate 5ft max, consumer buying price, delivered mill Detroit, \$/gross ton	09 Oct 2024	325	0.00%	Sep 2024	325
MB-STE-0270	Steel scrap No1 heavy melt, consumer buying price, delivered mill Detroit, \$/gross ton	09 Oct 2024	305	0.00%	Sep 2024	305

Midwest

Symbol	Description	Date	Price	+/-	Month	Monthly Average
MB-STE-0424	Steel scrap No1 heavy melt, index, delivered Midwest mill, \$/gross ton	10 Oct 2024	312.26	-0.05%	Sep 2024	312.43
MB-STE-0882	Steel scrap No1 busheling, indicator, delivered Midwest mill, \$/gross ton	25 Oct 2024	420	0.00%	Sep 2024	412.37
MB-STE-0422	Steel scrap No1 busheling, index, delivered Midwest mill, \$/gross ton	10 Oct 2024	412.33	-1.25%	Sep 2024	417.56
MB-STE-0423	Steel scrap shredded, index, delivered Midwest mill, \$/gross ton	10 Oct 2024	380.1	-0.60%	Sep 2024	382.4
MB-STE-0787	Steel scrap shredder feed, fob Midwest, \$/gross ton	21 Oct 2024	175.44	-0.23%	Sep 2024	171.6

Houston

Symbol	Description	Date	Price	+/-	Month	Monthly Average
MB-STE-0898	Steel scrap No1 heavy melt, consumer buying price, delivered mill Houston, \$/gross ton	09 Oct 2024	330	6.45%	Sep 2024	310
MB-STE-0899	Steel scrap No1 busheling, consumer buying price, delivered mill Houston, \$/gross ton	09 Oct 2024	390	5.41%	Sep 2024	370
MB-STE-0900	Steel scrap shredded auto scrap, consumer buying price, delivered mill Houston, \$/gross ton	09 Oct 2024	380	5.56%	Sep 2024	360
MB-STE-0901	Steel scrap machine shop turnings, consumer buying price, delivered mill Houston, \$/gross ton	09 Oct 2024	200	0.00%	Sep 2024	200
MB-STE-0902	Steel scrap cut structural/plate 5ft max, consumer buying price, delivered mill Houston, \$/gross ton	09 Oct 2024	360	5.88%	Sep 2024	340

Los Angeles

Symbol	Description	Date	Price	+/-	Month	Monthly Average
MB-STE-0372	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Los Angeles, \$/gross ton	21 Oct 2024	155	0.00%	Sep 2024	154
MB-STE-0425	Steel scrap HMS 1&2 (80:20), export index, fob Los Angeles, \$/tonne	23 Oct 2024	329.5	2.17%	Sep 2024	348.5
MB-STE-0374	Steel scrap No1 busheling, export yard buying price, delivered to yard Los Angeles, \$/gross ton	21 Oct 2024	165	0.00%	Sep 2024	164
MB-STE-0373	Steel scrap No2 bundles, export yard buying price, delivered to yard Los Angeles, \$/gross ton	21 Oct 2024	70	0.00%	Sep 2024	69
MB-STE-0375	Steel scrap machine shop turnings, export yard buying price, delivered to yard Los Angeles, \$/gross ton	21 Oct 2024	45	0.00%	Sep 2024	40
MB-STE-0378	Steel scrap cut structural/plate 5ft max, export yard buying price, delivered to yard Los Angeles, \$/gross ton	21 Oct 2024	165	0.00%	Sep 2024	164

erik wiley

Airway Heights, WA 99001
erikwiley1chb6u_bbe@indeedemail.com
+1 541 887 7626

Work Experience

Field Technician 2

Bales construction inc - Spokane, WA
June 2021 to Present

Primary duties include maintenance and repairs to commercial properties and businesses. Making sure all requirements are met for customers. Along with state and federal standards.
Fill in positions needing help with the construction of new jobs, both commercial and residential.

Self Employed Owner/Operator

Wileys emergency roadside services llc. (DBA Wileys Towing) - Klamath Falls, OR
January 2018 to June 2021

Set up and maintain contracts with national insurance agencies.

Education

General educational development

Klamath Community College - Klamath Falls, OR
2021 to 2022

Skills

- Field Service
- Troubleshooting

Andrew Talen

Millwood, Wa 99212

Andrewtalen34@icloud.com

253-677-3421

Work Experience

Grant County Fire District 5

Volunteer Fire Fighter/ Paid Shifts

June 2020-Present

Primary duties included responding to fire and medical calls for service. Daily truck inspections and equipment checks. Filling state and county requirements for certifications and training.

Inland Enterprise LLC

Yard manager

January 2018-March 2022

Primary duties included opening and closing the yard daily. Paying customers for their scrap metal. Equipment checks and maintenance. Supervising employees and keeping them on their responsibilities.

Education

Eastern Washington University

September 2013- June 2017

Bachelors Degree in Business Management

Skills

- Time Management
- Communication
- Organization
- Problem Solving
- Customer Service
- Leadership

Addendum 1
10/22/2024

RFP 6255-24
Process, Transport and Purchase WTEF Metals

Addendum 1 makes the following to (2) two changes stated below:

PERIOD OF PERFORMANCE: Paragraph 1.2 Period of Performance is change to:

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about Jan 1st, 2025 and to end on Dec 31st, ~~2029~~ 2025.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

EVALUATION: Paragraph 5.2 Evaluation Weighting and Scoring. Cost Proposal is change to Revenue/Cost Proposal, as depicted below.

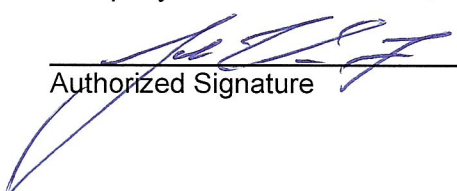
Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule Project Deliverables	15 Points (Maximum) 35 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/ Internal Controls Staff Qualifications/Experience Experience of the Firm	15 Points (Maximum) 15 Points (Maximum) 30 Points (Maximum)	60 points
Revenue/Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

Rick Rinderle
Procurement Specialist

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

The undersigned acknowledges receipt of this Addendum.

American Recycling Corporation
Company


Authorized Signature

Addendum 2
10/25/2024

RFP 6255-24

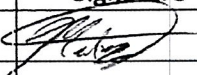
Process, Transport and Purchase WTEF Metals

Addendum 2 has been posted in the Documents tab.

Addendum 2 provides questions and responses that were asked during the Mandatory Pre-Bid Conference that was held Friday, October 25, 2024, at 10:00 am., at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA. Addendum 2 also provides a copy of the sign-in sheet.

QUESTIONS: No Questions Were Asked.

COPY OF SIGN-IN SHEET:

RFP 6255-24 Process, Transport and Purchase WTEF Metals			
A MANDATORY pre-bid meeting was held on October 25, 2024, at 10:00 AM at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Geiger Blvd, Spokane WA 9922. All prospective Proposers must have attended this mandatory site visit.			
Company Name	Individual's Printed Name	Signature	Email address
American Recycling	Martin Powers		mpowers@arecycling.com


Rick Rinderle

Procurement Specialist

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

The undersigned acknowledges receipt of this Addendum.

American Recycling Corporation
Company


Authorized Signature

STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

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

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. NON-DISCRIMINATION

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

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

12. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

13. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

14. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

15. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

16. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. SEVERABILITY

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

18. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

20. INSURANCE

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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.



< Business Lookup

License Information:

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

Entity name: AMERICAN RECYCLING CORPORATION

Business name: AMERICAN RECYCLING CORPORATION

Entity type: [Profit Corporation](#)

UBI #: 600-075-366

Business ID: 001

Location ID: 0002

Location: Active

Location address: 6203 E MISSION AVE
SPOKANE VALLEY WA 99212-1206

Mailing address: PO BOX 11337
SPOKANE VALLEY WA 99211-1337

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Motor Vehicle Salvage Processor	09111		View Plates	Active	Jun-30-2025	Sep-06-1975
Motor Vehicle Wrecker	10525		View Plates	Active	Jun-30-2025	Jul-17-2017
Scale - Intermediate		3		Active	Jun-30-2025	Jul-06-1998
Scale - Large		1		Active	Jun-30-2025	Dec-09-1995
Scale - Small		1		Active	Jun-30-2025	Dec-09-1995
Scrap Metal Processor	00004		View Plates	Active	Jun-30-2025	Mar-04-2014
Spokane General Business - Non-Resident	T12003643BUS			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business	02792			Active	Jun-30-2025	Apr-23-2004

Governing People May include governing people not registered with Secretary of State

Governing people	Title
SIDELL, ALAN P.	
SIDELL, MARC J.	

Registered Trade Names

Registered trade names	Status	First issued
AMERICAN RECYCLING CORP.	Active	Jun-12-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/26/2024 8:06:16 AM



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[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2024

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

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

PRODUCER Commercial Insurance Associates, LLC 103 St Marys Ct Smyrna TN 37167	CONTACT NAME: PHONE (A/C, No, Ext): 615-762-3878 FAX (A/C, No): 615-515-6001 E-MAIL ADDRESS: vharvey@com-ins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED SEATIRO-01 Seattle Iron & Metals Corporation and American Recycling Corporation 601 South Myrtle Street Seattle WA 98108	INSURER A: Crum & Forster Indemnity Co NAIC # 31348	
	INSURER B: Tokio Marine America Insurance Company NAIC # 10945	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1062306755

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	EPK-148365	7/10/2024	7/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractor Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	133757008-2	7/10/2024	7/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Trailer Interchange \$ 25,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Equipment			IM 5001536-01	7/10/2024	7/10/2025	Limit of Liability \$ 5,670,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/5/2024

Clerk's File # OPR 2023-0884

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept WATER & HYDROELECTRIC SERVICES

Bid #

Contact Name/Phone LOREN SEARL 509-625-7821

Requisition # CR26800

Contact E-Mail LSEARL@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 4100 UPRIVER DAM SPILLWAY REHABILITATION III CONTRACT AMENDMENT

Agenda Wording

The City of Spokane Water Department seeks to amend the resulting contract OPR 2023-0884 for construction management and construction engineering services.

Summary (Background)

The City requires additional construction management and construction engineering services commensurate with the Spillway Rehab project schedule extension to January 31, 2025. An on-site representative is needed to inspect the City's contractor's work for 39 additional working days. This contract amendment will add scope and fee.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 98,998.00

Current Year Cost \$ 98,998.00

Subsequent Year(s) Cost \$

Narrative

Consultant's cost breakdown is reasonable for professional engineering services.

Amount

Budget Account

Revenue \$ 98,998.00 # 4100-42490-94340-56501-11051

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SEARL, LOREN
<u>Division Director</u>	MILLER, KATHERINE E
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

dgreenlund@spokanecity.org	jfinger@spokanecity.org
nrussell@spokanecity.org	tprince@spokanecity.org
tlester@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Doug Greenlund
Contact Email & Phone	dgreenlund@spokanecity.org ; 509-742-8154
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 Upriver Dam Spillway Rehabilitation III Construction Management & Engineering Support Services McMillen Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City requires additional construction management and construction engineering services commensurate with the Spillway Rehab project schedule extension to January 31, 2025. An on-site representative is needed to inspect the City's contractor's work for 39 additional working days. This contract amendment will add scope and fee.
*use the Fiscal Impact box below for relevant financial information	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$98,998

Current year cost: \$98,998

Subsequent year(s) cost: \$0

Narrative: Consultant's cost breakdown is reasonable for professional engineering services.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051

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?
N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – this work is for Upriver Dam repairs and not a public-facing program or policy.

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Deliverables will go through the Federal Energy Regulatory Commission's approval process.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is part of the Capital Improvement Program and is consistent with recommendations for improving dam safety.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.



City of Spokane
CONTRACT AMENDMENT
**TITLE: CONSTRUCTION MANAGEMENT
AND ENGINEERING**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **MCMILLEN, INC.**, whose address is 1471 Shoreline Drive, Suite 100, Boise, Idaho 83702 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Construction Management and Engineering Support Service for the Upriver Dam Improvement Project; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 11, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on November 1, 2024 and shall end December 31, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include additional engineering services as described in the Consultant’s December 3, 2024, Proposal, attached to this Agreement.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY-EIGHT THOUSAND NINE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$98,998.00)** plus sales tax if applicable, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

MCMILLEN, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Upriver Dam Spillway Gate Pre-Design Study Proposal dated December 3, 2024.

24-271

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: _____

Contact Person: _____ SME: _____

Type of Contract: New Contract Renewal
 Amendment Extension

What work or service is being provided: _____

If Request Is For Amendment, Renewal or Extension, Provide OPR #: _____

Contractor/Consultant Name: _____

Contractor/Consultant Address: _____

Contract Begin Date: _____ Contract End Date: _____

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): _____

Does Dollar Amount of Contract Include Sales Tax? YES NO

Funding Sources (e.g., CD, Dept. of Justice, Etc.): _____

Federal Funding (DWSRF, CWSRF, WSDOT, FHWA, Etc.): _____

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals.

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

*****REQUIRED ATTACHMENTS*****

- Certificate of Insurance
- Business License
- Method of Procurement
- Chosen from MRSC Roster? YES NO
If not chosen from MRSC Roster, how chosen? _____
(Not required on Service contracts under \$10,000.00, but encouraged, and good to reference on contract.) **** Required On All Public Work/Prevailing Wage Contracts.**

- Invoice / Bid / Proposal / Quote
- Sole Source Justification Form
- Standardized Justification Form

*****CONTRACT AMENDMENTS*****

Provide Reason For Amendment. _____

Provide Desired Changes In Contract Wording. _____

NOTES: _____

*****ONLY IF THIS IS A PUBLIC WORKS CONTRACT REQUEST*****

Prevailing Wages:

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? Yes No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor? Yes No Wage Decision No. _____

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? Yes No

For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? Yes No

Change Order Request

Customer: City of Spokane **Change Request No: 4**
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Contract: 20220801 – Construction Management and Engineering Support Services for Upriver Dam Spillway Rehab Phase III Construction

Construction Manager: McMillen, Inc.
1471 Shoreline Dr., Suite 100
Boise, ID 83702

Description of Changes: Labor and expenses to accommodate the Project Extension to 30 January 2025.

Original Compensation: \$394,923.00

Value of Change Orders to Date: \$191,475.00

Value of this Change Order: \$98,998.00

Adjusted value Contract Price: \$685,396

Working days added to Project Schedule: 39

Working days deducted from Project Schedule: 0

Revised completion date of Work: 30 January 2025

Submitted by Construction Manager: Alicia Ernest  DATE: 03 December 2024

Authorized by City of Spokane: _____ DATE: _____

Pricing Detail

Change Order Request No. 04

Description	Qty	UOM	Rate	Total	Notes
Construction Manager (Foley)	50	HRS	\$260	\$13,000	
Project Engineering (Ernest)	25	HRS	\$185	\$4,625	
Construction Engineer (Brown)	280	HRS	\$170	\$47,600	Full time on site starting 12/23. Non-working days: 12/25, 12/26, 12/27, 1/1.
Field Inspector (Constuble)	120	HRS	\$195	\$23,400	Departing site on 12/20. Non-working days: 11/27, 11/28 and 11/29.
Truck Allowance	1	MOS	\$1,000	\$1,000	One month from 11/27-12/21.
Per Diem (Constuble)	3	WKS	\$1,000	\$3,000	Three weeks from 12/1-12/21.
Lodging (Brown)	25	DAYS	\$126	\$3,150	Starting 12/22. Sunday through Thursday nights. Non-lodging weekdays: 12/24, 12/25, 12/26, 12/31.
Meals Expenses (Brown)	25	DAYS	\$81	\$2,025	Starting 12/23. Monday through Friday. Non-working days: 12/25, 12/26, 12/27, 1/1.
Mileage (Brown)	1,788	MILES	\$0.67	\$1,198	Weekly transportation to project site. Six round trips to Pasco, WA @ 298 miles per trip.
TOTAL				\$98,998	

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT & ENGINEERING
SUPPORT SERVICES
FOR UPRIVER DAM IMPROVEMENTS**

City of Spokane, Washington

**DESCRIPTION: CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT
SERVICES FOR UPRIVER DAM IMPROVEMENTS**

DUE DATE: MONDAY, JULY 24, 2023
No later than 1:00 p.m.

DELIVERY: via email to: dbuller@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in construction management, construction engineering, design engineering, and field inspection for a project at the City’s Upriver Dam, a Federal Energy Regulatory Commission (FERC)-licensed hydroelectric facility.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about September 18, 2023 and to end on December 31, 2024. Optionally, depending on various factors including the performance of the Firm, the City may extend the contract to add new design engineering services for repair, rehabilitation, and/or replacement of one or more of the existing dam spillway tainter gates and/or other hydroelectric facility components.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – 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 RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services envisioned in this RFQ include the following:

- Construction management
- Construction inspection
- Construction engineering support
- Material testing coordination
- Design engineering

The project for which the City has issued this RFQ is Upriver Dam Spillway Rehabilitation Phase III (Engineering Services File No. 2022081). The construction package, currently under review by the FERC and attached to this RFQ for reference, consists of plans, specifications, a Construction Potential Failure Modes Analysis (CPFMA) Report, a Quality Control and Inspection Plan (QCIP), and a Temporary Construction Emergency Action Plan (TCEAP). The design was prepared by an engineering firm not currently employed by the City. Upon receipt of remaining permits and approvals, the City expects to bid the project autumn 2023 with construction anticipated winter 2023 through autumn 2024. The successful firm will assist the City during the bidding and construction phases of the project.

Construction management will include contractor and owner coordination, meeting facilitation, record keeping, reporting, and project closeout as described in the specifications and QCIP. The Firm will provide an Owner's Site Representative (OSR) as described in the QCIP.

Construction inspection will include monitoring contractor performance for compliance with the project design and environmental controls. The Firm will provide a part-time QCIP Manager as described in the QCIP.

Construction engineering support will include assistance with bidder questions, contractor qualifications review, contractor submittals review, gate inspection and repair guidance, other office and field engineering as described in the QCIP. The Firm will provide a part-time Construction Engineer as described in the QCIP.

Testing of concrete, steel, concrete reinforcement, grout, adhesive anchors, and water stops / hydrophilic seal materials will be required during the project as described in the QCIP. Testing will be performed by City staff and / or an independent lab contracted by the City, and coordinated by the QCIP Manager or their designee in the Firm.

The City may require design engineering services for additional gate and/or other hydroelectric facility component rehabilitation.

The following documents relevant to this RFQ can be found at the FTP site indicated below.

- Construction Potential Failure Modes Analysis (CPFMA) Report (Upriver CPFMA Report minus Appendices B_C.pdf)
- Quality Control and Inspection Plan (QCIP) (2023 Spillway Rehab Ph III QCIP.pdf)
- Temporary Construction Emergency Action Plan (TCEAP) (2023 Spillway Rehab Ph III TCEAP.pdf)
- Construction plans (H363793 - Upriver Phase III Drawings_IFB_dsp edits2.pdf)
- Specifications (UPRIVER DAM PILLWAY PH 3_2022081_COS GSP-REDUCED.pdf)

FTP Link:

<https://ftp.spokanecity.org/?ShareToken=51986704761384F24DBEB5B866107D973F7734AE>

Password: Upriver2023

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	dbuller@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	6-30-23
Proposals due	7-24-23
Evaluate Proposals	Week of 7-24-23
Conduct oral interviews with finalists, if necessary	Week of 7-31-23
Announce selection, negotiate contract	Weeks of 8-7-23, 7-14-23 and 8-21-23
City Council approval of contract	9-11-23
Contract signatures	Week of 9-11-23
Project kickoff	Week of 9-18-23

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – Upriver Dam Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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. 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.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

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

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

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

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas described below.
 - Construction management, especially for projects similar to the City's project
 - Construction inspection, especially for projects similar to the City's project
 - Construction engineering, especially for projects similar to the City's project
 - Design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City's
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and 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. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Documentation of expertise and experience in construction management, especially for projects similar to the City's project	33%
Documentation of expertise and experience in construction inspection, especially for projects similar to the City's project	33%
Documentation of expertise and experience in design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City's	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 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.

6.2 ANTI-KICKBACK

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

6.3 DISPUTES

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

6.4 TERMINATION

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

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or

warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

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

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

6.5. NONDISCRIMINATION

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

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false

- claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.

6.7 PAYMENT

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

6.8 LIABILITY

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

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

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

ADDENDUM NO. 1

Date: July 12, 2023

RE: RFQ – Construction Management & Engineering Support Services for Upriver Dam Improvements

TO: **All RFQ Recipients**

This is to be considered as Addendum No. 1 to the above project.

The following is a set of questions we received and the answers we gave.

Question: Scope identified during the bid and construction phases includes answering contractor questions during bidding and requests for information during construction. Will we as the construction manager have access to the original designers or the City engineer to confirm intent of the design?

Answer: *The City is no longer in a contractual relationship with the original design firm. The winning firm will have access to all City staff that have been involved with this project the past 2.5 years. Also, the original firm's design report will be made available to assist the firm selected as a result of this RFQ in answering contractor questions as needed. City staff will review and approve questions and RFIs before submitted to contractor.*

Question: The QCIP lists Hatch as the Engineer of Record for this project. Will the City be acting as the Engineer of Record for the design during construction?

Answer: *The QCIP does state Hatch as Engineer of Record and Design Engineer and that they are no longer involved with this project. It also describes Construction and Project Engineer roles and responsibilities, roles which we are seeking a consultant to fill by way of this RFQ and filed as part of this construction package with the FERC.*

Question: What additional design scope items should we consider with our team? We have resources that can provide full dam safety scope, dam seismic remediation, concrete repair, earthen spillway repair, powerhouse upgrades/improvements, powerhouse ancillary systems such as trash racks and balance of plant systems, and instrumentation and controls. We want to be sure to include relevant team members and resumes.

Answer: *Optional future design needs for this contract would be limited to dam safety improvements to the principal spillway including gates, abutments, fuse plug, and/or mechanically stabilized earth (MSE) walls. It is anticipated that civil (structural and H&H), mechanical, and/or geotechnical engineering disciplines may be required.*

Question: What is the city's budget for the scope included in the RFQ?

Answer: \$150k – \$350k

Question:

Can the City tell us who else they shortlisted to receive the RFQ? If not, can you tell us how many firms were shortlisted?

Answer: *No firms have yet been shortlisted. The RFQ you received was sent to ~600 firms on MRSC's roster.*

Sincerely,



Dan Buller, P.E.
Principal Engineer – Design

Project: RFQ – Construction Management &
Engineering Support Services for Upriver Dam
Improvements

****ATTACH THIS SHEET TO YOUR BID PROPOSAL****

DEPARTMENT OF ENGINEERING SERVICES
CITY OF SPOKANE
2ND FLOOR CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3343

Gentlemen:

I hereby acknowledge receipt of Addendum No. 1 in connection with the above project.

(Name)

(Address)

ADDENDUM NO. 2

Date: July 13, 2023

RE: RFQ – Construction Management & Engineering Support Services for Upriver Dam Improvements

TO: **All RFQ Recipients**

This is to be considered as Addendum No. 2 to the above project.

The following is a set of questions we received and the answers we gave.

Question: What will the RFI process look like?

Answer: *The RFI process is described in section E.2 Design Control During Construction of the QCIP. Any other specifics or enhancements to the process may be proposed by the winning Firm for review and approval by the City.*

E.2 DESIGN CONTROL DURING CONSTRUCTION

i) Design Changes

- *Changes to the project plans and specifications will be properly identified and documented to ensure all parties involved with this effort are informed of any and all design changes. The Construction Engineer may verbally authorize minor changes which are consistent with the overall intent of the project and the CE will document such changes with a formal written letter.*
- *The OSR will be responsible for ensuring that the Contractor maintains current on-site versions of the specifications. The OSR will be advised of modifications or changes to the Project, which in any way impact dam safety, and will notify the CDSE. The CDSE/COS will be responsible for notifying FERC.*

ii) Nonconformance Reports and Record Drawings

- *All construction work will conform to the design requirements or be corrected. If changes are made to the design, the Construction Engineer will document final conditions and prepare the final record drawings.*
- *To track action on all work observed to be deficient by the QCIP staff, a quality tracking and reporting system will be developed and maintained by the QCIP Manager. The system will contain information such as report number for tracking, date of issue, originator, description of deficient work, disposition, technical basis for disposition, date of closure, party responsible for closure, and pertinent references.*
- *Non-conformance reports will utilize standard forms similar to that shown in Appendix K.7. The QCIP Manager will also use the Non-conformance*

Report to document any environmental deficiency requiring remedial action.

Question: Is the City expecting the Consultant to modify the design drawings and provide a stamp on those modified drawings?

Answer: The City is expecting the consultant to interpret/clarify design drawings with provided Design Report and/or other project development documents but if interpretation cannot be accomplished, the consultant would be expected to modify or create new design drawings and stamp them. As stated in QCIP Section E.2.ii, "All construction work will conform to the design requirements or be corrected. If changes are made to the design, the Construction Engineer will document final conditions and prepare the final record drawings."

Question: Is there any status update to FERC's review of the construction package?

Answer: No update other than confirmation they are reviewing it. Project package was submitted to FERC 6/27/2023 and they have a minimum 60 day review period.

Sincerely,

Dan Buller, P.E.
Principal Engineer – Design

Project: RFQ – Construction Management &
Engineering Support Services for Upriver Dam
Improvements

****ATTACH THIS SHEET TO YOUR BID PROPOSAL****

DEPARTMENT OF ENGINEERING SERVICES
CITY OF SPOKANE
2ND FLOOR CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3343

Gentlemen:

I hereby acknowledge receipt of Addendum No. 2 in connection with the above project.

(Name)

(Address)

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.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:
GL3292138

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Pursuant to applicable written contract or agreement you enter into.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 09/01/2024 forms a part of Policy No. WC025893619(AOS)

Issued to **McMillen, Inc**

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement effective 12:01 AM 09/01/2024 forms a part of Policy No. WC025893618(CA)

Issued to McMillen, Inc

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

Policy No. **CA4544792** issued to **McMillen, Inc**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

policy No. CA4544792 issued to **McMillen, Inc**

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2024 forms a part of

policy No. CA4544792 issued to McMillen, Inc

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

MCMILLEN, INC.
STE 100
1471 W SHORELINE DR
BOISE ID 83702-9104

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Mar 15, 2024

Unified Business ID #: 602492470

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11054877BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

Director, Department of Revenue

UBI: 602492470 001 0001

MCMILLEN, INC.
STE 100
1471 W SHORELINE DR
BOISE ID 83702-9104

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11054877BUS - ACTIVE

FOLD HERE

STATE OF WASHINGTON

Expires: Apr 30, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2024

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

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

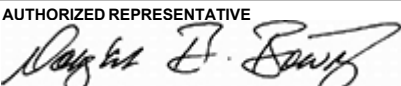
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2121 N. California Blvd., Suite 350 Walnut Creek, CA 94596 License#: 0D69293	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-299-1112 E-MAIL ADDRESS: GCSSFCerts@ajg.com	FAX (A/C, No): 925-925-0328	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED McMillen, Inc. 1471 W. Shoreline Drive, Suite 100 Boise, ID 83702	INSURER A: National Union Fire Insurance Company of Pittsburg		19445
	INSURER B: Indian Harbor Insurance Company		36940
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1889043804 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL3292138	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA4544792	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC025893618(CA) WC025893619(AOS)	9/1/2024 9/1/2024	9/1/2025 9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
B	Professional Liability			CEO742155602	9/1/2024	9/1/2025	Each Claim/Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Construction Management & Engineering Support Services for Upriver Dam
 ADDITIONAL INSURED(S): City of Spokane, its officers and employees

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201-3316 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

10/7/2024

Clerk's File #

OPR 2025-0007

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

FIRE

Bid #

RFP #6161-24

Contact Name/Phone

LANCE DAHL (509)625-7005

Requisition #

MASTER

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION-

Agenda Wording

On-call Master Agreement with Majestic View (Spirit Lake, ID) for wildland fuels reduction for the Spokane Fire Department from October 1, 2024, through December 1, 2026, utilizing Community Wildfire Defense Grant funds—\$200,000 (plus tax).

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The Majestic View Forestry contract will be awarded with an annual amount not to exceed \$200,000.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost

\$ 200,000

Current Year Cost

\$ 100,000

Subsequent Year(s) Cost

\$ 100,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount**Budget Account**

Expense

\$ 200,000

1440-93546-22200-54201-99999

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA
<u>PS EXEC REVIEW</u>	MCDANIEL, ADAM
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Charles Bernhard chuckbernhard@yahoo.com	Lance Dahl idahl@spokanecity.org
Nick Jeffries njeffries@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
Thea Prince tprince@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,700,000</u></p> <p style="padding-left: 20px;">Current year cost: \$850,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$850,000</p> <p>Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? 5-year grant with Dept. of Natural Resources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) .)</p>	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

Operations Impacts (If N/A, please give a brief description as to why)

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

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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



CITY OF SPOKANE
FIRE DEPARTMENT

PURCHASED SERVICE CONTRACT

Title: **FIRE FUEL REDUCTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **MAJESTIC VIEW**, whose address is 5433 West Blackwell Blvd., Spirit Lake, Idaho 83869 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Fire Fuel Reduction, RFP 6161-24, and Contractor's Response to RFP which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2024, and shall run through December 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding sales tax if applicable, in accordance with Contractor's Cost Proposal as set forth in Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment will be made via direct deposit/ACH within thirty (30) days 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 reasonable effort to settle the disputed amount.

5. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each

insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2,000,000 order to meet the minimum insurance coverages required under this contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

6. 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 Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and

agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

7. 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 Contract. 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 Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. 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.

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract 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 Contract, 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 Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The 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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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

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

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

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition.

Neither the acceptance by the City of any performance by the 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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

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

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

MAJESTIC VIEW

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Exhibit A – Certification Regarding Debarment
- Exhibit B - Contractor’s Response to RFP

24-274

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 6161-24
Bid Title Fire Fuel Reduction
Due Date Monday, July 22, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Majestic View Forestry LLC
Submitted By chuckbernhard@yahoo.com chuckbernhard@yahoo.com - Wednesday, July 10, 2024 12:36:40 PM [(UTC-08:00) Pacific Time (US & Canada)]
 chuckbernhard@yahoo.com

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	Yes
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	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 AND ACKNOWLEDGED
	4	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.	I agree and I acknowledge
	5	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.	FWfwfe
	6	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	I agree and I acknowledge

7	Proposer acknowledges and agrees with Paragraph 5.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Charles Bernhard , 2086616193 ,chuckbernhard@yahoo.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.	Charles Bernhard ,2086616193, Chuck bernhard@yahoo.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.	technical proposal.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.	letter of submittal.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	managment proposal.pdf
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	cost proposal.pdf

LETTER OF SUBMITTAL

Majestic View Forestry LLC

5433 W. Blackwell Blvd

Spirit Lake, ID 83869

208-661-6193

chuckbernhard@yahoo.com

Charles Bernhard

I Charles Bernhard as the owner of Majestic View acknowledge that that our company will comply with all the terms and conditions set forth in the Request for Proposals.



7-23-24

TECHNICAL PROPOSAL

Charles Bernhard as owner of Majestic View Forestry LLC will be the primary person in charge of all work on these projects. We will follow and adhere to all stipulations set for each project for spacing, leave trees, thinning of brush, and crown spacing. We will use masticators, and hand crews with saws to complete each project within the scheduled completion dates required.

MANAGEMENT PROPOSAL

Charles Bernhard has worked as a logger all of his life. He worked for other companies for quite a few years until he started Majestic View Forestry in 2007. Since 2007 Majestic View Forestry has mainly done fuel reduction/fire prevention work. We have worked with FireSmart in Kootenai county, FireWise in Bonner and Boundry counties, many projects with the BLM in Idaho and Washington, private land owners ,and Stimson Lumber. We have been doing fire prevention projects for the past 17 years.

Guy Thomas has worked for/with Majestic View for the past 17 years. He is a sawyer and also has experience tree planting.

Bill Hooten has worked for/with Majestic View for the past 15 years. He is a sawyer on the hand crew.

Darius Brown has worked for/with Majestic View for the past 6 years. He is a sawyer and also now runs the masticator. He is the lead on some jobs now.

Juan Rodriguez has worked for/with Majestic View for the past 5 years. He is a sawyer and also climber for the technical tree removal if/when needed.

Jonlun Ohlig has worked for/with Majestic View for the past 15 years. He works on the hand crew.

Matthias Bernhard is the owners son and has worked on these jobs his entire life. He usually works the summers on the hand crew.

Steve Bloedel, ACF, Certified Forester

Inland Forest Managment 208-255-9394

Have done probably 100+ projects with Steve.

John Ailport

Inland Forest Managment

208-290-6966

Also have done more project with John that I can count.

Forrest Ownbey

Department of Natural Resources

COST PROPOSAL

Cost per acre will be between \$800-\$2100 depending on conditions and work needed per unit.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 12/16/2024**Committee Agenda type:** Discussion**Date Rec'd**

12/4/2024

Clerk's File #

OPR 2025-0008

Cross Ref #**Project #****Council Meeting Date:** 01/06/2025**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #

RFP 6233-24

Contact Name/Phone

MAGGIE 6753/6055

Requisition #

CR26675

Contact E-Mail

MYATES@SPOKANECITY.ORG/ARIELL

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON ZZAPPONE KKLITZKE

Agenda Item Name

HOT SPOTTERS COMMUNITY CARE COORDINATION

Agenda Wording

This contract is between the City of Spokane and Consistent Care Services for Hot Spotters Community Care Coordination. The contractor will facilitate data sharing and extraction to identify high utilizers.

Summary (Background)

Following identification, Consistent Care Services will provide case management services for up to 50 Opioid Use Disorder (OUD) high utilizers, convene a collaborative of providers to conduct case rounds to identify and address barriers to care, and holistically address the needs of clients. The term of the contract is from November 1, 2024, to October 31, 2025.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 375,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This program will be funded from Opioid Settlement Funds.

Amount**Budget Account**

Expense \$ 375,000

1555-19100-22230-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

ANDERSON, ARIELLE M.

Division Director

KINDER, DAWN

Accounting Manager

MURRAY, MICHELLE

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

myates@spokanecity.org

arielleanderson@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Mayor's Office / CHHS
Contact Name	Maggie Yates / Arielle Anderson
Contact Email & Phone	myates@spokanecity.org / arielleanderson@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested 5 minutes
Agenda Item Name	Hot Spotters Community Care Coordination Contract
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This contract is between the City of Spokane and Consistent Care Services for Hot Spotters Community Care Coordination. The contractor will facilitate data sharing and extraction to identify high utilizers across medical, housing, and criminal justice institutions. Following identification, Consistent Care Services will provide case management services for up to 50 Opioid Use Disorder (OUD) high utilizers, convene a collaborative of providers to conduct case rounds to identify and address barriers to care, and holistically address the needs of clients. The term of the contract is from November 1, 2024, to October 31, 2025.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$375,000</u></p> <p>Current year cost: \$ _____</p> <p>Subsequent year(s) cost: _____</p> <p>Narrative: Funding of this contract will come from Opioid Settlement Funds</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue (Opioid Settlement Dollars)</p> <p>Is this funding source sustainable for future years, months, etc?</p> <p><i>Possibility of renewal of contract.</i></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) <i>Contractor will submit receipts for reimbursement of expenses during the term of the contract.</i></p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Intervention tools will be deployed in a culturally competent, trauma informed, accessible, and equitable manner.</i></p>	
<p>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?</p> <p><i>Data will be used to identify high utilizers across medical, housing, and criminal justice institutions.</i></p>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? *The Contractor will utilize data where appropriate to strengthen case management. This includes:*

- *Maintaining current database and all necessary documentation of services and performance metrics.*
- *Complying with monthly reporting requirements.*
- *Participating in an evaluation of the model, if relevant.*

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? *This proposal is consistent with the Mayor and City Council's commitment to community safety supporting people struggling with opioid use disorder and expands a proven model to increase case management capacity which is designed to ultimately decrease taxpayer costs associated with jail, emergency room, and shelter use.*



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **HOT SPOTTERS COMMUNITY
CARE COORDINATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CONSISTENT CARE SERVICES, SPC, PS**, whose address is 1235 North Post Street, Suite 201, Spokane, Washington 99201 as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the Company was selected from RFP #6233-24 issued by the City.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide the Intensive Case Management Services summarized in Company’s Statement of Work, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on November 1, 2024, and shall run through October 31, 2025, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

The City shall pay the Company a maximum amount not to exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00)**, 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 1 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 send its application for payment to City of Spokane Community, Housing, and Human Services Department, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317, or by email to chhsreports@spokanecity.org. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor’s application except as provided by state law.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 Company's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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

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

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors 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. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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).

16. ANTI KICK-BACK.

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

17. 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 Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This 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 Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. 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.

CONSISTENT CARE SERVICES, SPC, PS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Statement of Work

EXHIBIT A

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

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

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

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

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

 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 6233-24
Bid Title Hot Spotters Community Care Coordination
Due Date Monday, October 14, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Consistent Care Support Services
Submitted By Paul Vose - Friday, October 11, 2024 1:37:15 PM [(UTC-08:00) Pacific Time (US & Canada)]
 paul@consistentcare.org 509-475-4767

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 "Minimum Qualifications".	AGREED AND ACKNOWLEDGED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges compliance with Terms and Conditions document in the document(s) section. 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 AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined in one document per Section 3 "Proposal Content" instructions.	AGREED AND ACKNOWLEDGED
	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Paul Vose 509-385-0971 paul@consistentcare.org

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.	Darin Neven, MD 509-290-3173 darin@consistentcare.org
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Hot Spotters RFP Response 6233-24 .docx
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.	Submittal Letter City of Spokane Hot Spotters RFP No 6233-24.docx
3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



Consistent Care Support Services, LLC

October 7, 2024

City of Spokane
C/o Thea Prince
Purchasing & Contracts
915 N Nelson St.
Spokane, WA 99202

Subject: Submission of RFP for Hot Spotters Community Care Coordination

Dear Ms Prince,

I am writing on behalf of Consistent Care Services SPC, PS to submit our proposal for the City of Spokane Hot Spotters Community Care Coordination RFP. It is with great enthusiasm that we present our comprehensive plan aimed at addressing the critical issues surrounding opioid abuse and addiction within our community.

Consistent Care Services is a Segregated Portfolio Company Professional Services corporation (SPC, PS) with the sole owner being Darin Neven MD. Consistent Care is located at 1235 N. Post Street, Ste: 201, Spokane, WA 99201. Primary contact and contract signatory for Consistent Care is as follows:

Darin Neven, MD
Email: darin@consistentcare.org.
Phone: 509-385-0971
consistentcare.org.

At Consistent Care Services, we are deeply committed to providing high-quality case management services to individuals and families grappling with substance use disorders. Our team of dedicated professionals brings a wealth of experience and expertise in addiction treatment and support services.

Our proposal outlines a multifaceted approach to combatting the opioid crisis in the City of Spokane, incorporating evidence-based interventions tailored to meet the diverse needs of our population. Key components of our strategy include:

1. MAT (Medication-Assisted Treatment)
2. Supported Recovery
3. Evidence-Informed Residential Services Programs
4. Treatment of Mental Health Trauma
5. Community Collaboration Meetings
6. Access to Housing
7. Community Support Services (Social and Legal)
8. Employment Services

This multi-faceted approach acknowledges the interconnectedness of various factors influencing opioid use disorders and emphasizes a holistic strategy to address both substance use and broader Health-Related Social Needs. It aligns with a comprehensive and person-centered approach.

Consistent Care acknowledges that it will comply with all terms and conditions set for in the City of Spokane's RFP #6233-24.

Thank you for considering Consistent Care Services as a partner in this important endeavor. We look forward to the opportunity to further discuss our proposal and explore potential avenues for collaboration. Please feel free to contact me at (509) 385-0971 or paul@consistentcare.org to schedule a meeting or address any questions you may have.

Sincerely,

Paul Vose

Dr. Paul Vose
Director of Business Development
Office: (509) 385-0971
E-mail: paul@consistentcare.org
Consistentcare.org

Technical Proposal: Intensive Case Management Program for High Utilizer Individuals with Substance Use Disorder

1. Introduction

Substance use disorder (SUD) remains a significant public health challenge, particularly among high utilizer individuals—those who frequently interact with emergency services, law enforcement, and healthcare systems. This proposal outlines a comprehensive program aimed at identifying these individuals and providing intensive case management to guide them into effective treatment, ultimately reducing recidivism and improving overall community health.

2. Objectives

- Identify high utilizer individuals exhibiting signs of substance use disorder.
- Provide tailored, intensive case management services to facilitate access to treatment.
- Monitor and evaluate program effectiveness in reducing recidivism rates.

3. Approach

3.1 Target Population

- Individuals with a history of multiple emergency room visits, arrests, or interactions with social services, particularly in relation to SUD.
- Collaboration with local hospitals, police departments, and social service agencies to compile a list of potential candidates.

3.2 Identification Strategy

- Utilize a data-driven approach to identify high utilizers through health records, law enforcement data, and social service usage.
- Develop a risk assessment tool that considers factors such as frequency of emergency visits, criminal history, and previous treatment engagement.

3.3 Engagement Strategy

- Encourage the use of evidence-based addiction treatments with intensive case management to follow the participant and addresses their needs until they complete treatment for substance use disorder.
- Weekly meetings with Spokane Regional Stabilization Center staff for referral and case management of high utilization individuals who are ready to engage in the next steps for meaningful change.
- Conduct initial assessments to determine individual needs, barriers to treatment, and motivations for change.
- Work directly with the Downtown Precinct of the Spokane Police Department to:

- Initiate Involuntary Treatment Case Management of individuals who are gravely disabled from substance use disorder using a process that increases the likelihood of successful involuntary substance use disorder treatment.
- Employ strategies for initiating long-acting injectable anti-psychotic medications on participants who have schizophrenia.
- Locate individuals with high utilization needing services.

4. Methodology

4.1 Program Structure

- **Intensive Case Management (ICM) Model:** Each participant will be assigned a dedicated case manager responsible for coordinating care, providing support, and navigating treatment options.
- **Duration:** The program will provide intensive services for a minimum of 3 months with option to renew for another 3 months if the patient is cooperating and progressing.
- **4.2 Services Provided**
- **Comprehensive Assessment:** Initial evaluation to identify SUD severity, co-occurring mental health disorders, social determinants of health, and readiness for change.
- **Individualized Care Plans:** Tailored plans that may include detoxification services, inpatient or outpatient rehabilitation, mental health counseling, housing assistance, and job training.
- **Supportive Services:** Access to harm reduction resources, peer support groups, and continuous follow-up to reinforce engagement and retention in treatment.

4.3 Community Care Coordination Team

- Formation of a community-based care coordination team comprising case managers, healthcare providers, social workers, and peer support specialists from local agencies that meets monthly to discuss clients and formulate solutions to community based social service problems.

4.4 Collaboration with Local Agencies

- Establish partnerships with local healthcare facilities, law enforcement, and community organizations to create a referral network and facilitate seamless transitions into treatment.

5. Data Collection and Evaluation

5.1 Data Tracking

- Use an electronic health record to track participant engagement, treatment progress, recidivism rates, and health outcomes.

- Regularly collect qualitative and quantitative data from participants and stakeholders to assess program impact.

5.2 Evaluation Metrics

- Reduction in emergency room visits and law enforcement encounters.
- Improvement in treatment retention rates and successful completion of treatment programs.
- Self-reported measures of health and well-being, including substance use reduction and quality of life.

5.3 Continuous Quality Improvement

- Implement regular program evaluations and stakeholder feedback sessions to adapt services and improve outcomes continuously.

6. Budget Considerations

- Detailed budget proposal including staffing costs, training, outreach materials, administrative expenses, and evaluation tools.

7. Conclusion

This proposed Intensive Case Management Program is designed to address the needs of high-utilizer individuals with substance use disorder. By identifying these individuals and providing personalized support and treatment pathways, we aim to reduce recidivism and foster healthier communities. With a robust approach grounded in data-driven methodologies and community collaboration, this program holds the potential to make a significant impact on public health outcomes.

Work Plan for Substance Use Case Management (1-Year Plan)

Goal:

Provide substance use case management services to 240 individuals over 12 months (20 individuals per month).

Objectives:

1. Identify and engage 20 new individuals each month who require substance use case management.
2. Provide comprehensive case management services to everyone, including assessment, care planning, referral, and follow-up.
3. Foster community partnerships to support outreach and referral for substance use services.

Month-by-Month Breakdown

Month 1: Preparation and Community Assessment

Objective: Build the foundation for consistent outreach and referral.

- **Activities:**
 - Hire additional staff.
 - Establish partnerships with local organizations (e.g., shelters, clinics, rehab centers, support groups).
 - Liaise with city and county services (e.g. police department, fire department, EMS, medical examiner’s office) to compare and evaluate program impact progress.
 - Train staff in case management, motivational interviewing, and trauma-informed care.
 - Develop outreach materials (brochures, posters) and create social media campaigns.
 - Set up data tracking systems to monitor case management outcomes.
 - **Resources:** Staff, training materials, community contacts, outreach materials, software for case management.
 - **Timeline:** First 4 weeks of Month 1.
 - **Success Indicator:** Partnership agreements with 5 key community organizations, trained staff, and an established outreach strategy.
-

Months 2-12: Ongoing Engagement, Case Management, and Follow-up

Objective: Enroll 20 new individuals monthly for case management services.

Outreach Strategy:

1. **Weekly Community Outreach:**
 - Partner with local shelters, detox centers, community-based organizations, and hospitals to identify individuals in need of substance use services.
 - Promote psychoeducation about addiction and treatment resources to partners and participants.
 - Staff will conduct weekly outreach events (e.g., at shelters, harm reduction centers) to engage with individuals directly.

2. Referral Systems:

- Establish clear referral pathways with local hospitals, law enforcement, and social service agencies.
 - Partner with local public safety agencies and courts for referral of participants for case management services.
 - Collaborate with addiction recovery groups to reach individuals already seeking help.
-

Case Management Process:

1. Intake and Assessment (First Week):

- Each participant undergoes a comprehensive assessment, including substance use history, social support, mental health, housing, and other needs.
- Create individual service plans to increase the participant’s stability and decrease their utilization based on assessment.

2. Care Coordination (Ongoing):

- Case managers coordinate with healthcare providers, treatment centers, housing services, and other agencies.
- Biweekly or weekly check-ins with clients to ensure progress.

3. Linkage to Services (Ongoing):

- Direct referrals to detox, inpatient and outpatient treatment, mental health services, housing, and employment support.
- Coordinate transportation, scheduling, and paperwork.

4. Follow-up (Monthly or as needed):

- Ongoing check-ins, either in person or via phone, to monitor progress and provide additional support.
 - Address barriers to treatment (e.g., lack of transportation, fear of relapse, stigma).
-

Monthly Activities:

- Conduct outreach events including a monthly community meeting of social and medical service providers.
- Intake and case manage new clients.

- **Resources:** Outreach staff, case managers, data tracking system, transportation support, referral networks.
 - **Success Indicator:** 20 new clients engaged monthly; each client linked to services within 2 weeks of assessment.
-

Monthly Reporting and Evaluation:

1. **Tracking System:** Use a data system to track individuals' progress, including intake, service linkages, and follow-up status.
 2. **Monthly Reporting:** Report outreach numbers, clients assessed, and outcomes (e.g., % linked to services, % in stable housing).
 3. **Team Meetings:** Conduct monthly team meetings to review case outcomes, share challenges, and adjust strategies as needed.
 4. **Client Feedback:** Conduct satisfaction surveys or focus groups quarterly to gather client feedback on services.
-

Annual Review (End of Year 1):

1. **Objective:** Evaluate the program's impact, identify strengths, and address areas for improvement.
 2. **Activities:**
 - Analyze data collected throughout the year, including client success rates and program effectiveness.
 - Adjust outreach strategies and case management practices as necessary.
 - **Success Indicator:** 240 individuals engaged over 12 months, high linkage to care and positive client outcomes including reduction in utilization of city resources.
-

Contingency Planning:

1. **If targets are not met:**
 - Expand outreach to new locations (e.g., shelter operations, youth centers).
 - Increase digital outreach through targeted ads and campaigns.
 - Reevaluate community partnerships for more effective referral systems.
2. **Additional Needs:**
 - Secure additional funding or grants if demand for services exceeds initial capacity.

- Hire more case managers if caseloads become unmanageable.
-

Key Success Indicators:

- Consistent engagement of 20 new clients per month.
- 75% of clients linked to treatment and support services within 2 weeks.
- Positive client feedback on services and support received.
- Partnerships with at least 10 community organizations for ongoing referrals and support.

This structured plan will ensure that the case management program maintains consistent outreach, tracks client progress, and adjusts to meet community needs while delivering high-quality care over the course of the year.

Management Proposal for Hot Spotters Program

Introduction

This proposal outlines a comprehensive management strategy for the **Hot Spotters Program**, a healthcare initiative designed to provide targeted, high-touch care to patients who are frequent users of medical and law enforcement services. This approach aims to reduce unnecessary hospital visits, improve patient outcomes, and lower healthcare costs by addressing the root causes of health instability for patients. The program will be led by **Darin Neven, MD**, alongside a multidisciplinary team.

1. Objectives of the Hot Spotters Program

- **Reduce Emergency Room Visits & Hospital Readmissions:** Focus on high-utilization patients, identifying and addressing the social, medical, and behavioral health factors contributing to recurrent hospital visits.
 - **Improve Patient Outcomes:** Enhance patient care coordination, optimize chronic disease management, and address mental health and social determinants of health.
 - **Cost Reduction:** Lower healthcare costs by decreasing unnecessary utilization of high-cost services such as ER visits and inpatient admissions.
 - **Patient-Centered Care:** Provide personalized care plans for each patient that are holistic and include medical, social, and behavioral interventions.
-

2. Team Overview

Darin Neven, MD, Chief Medical Officer

Experience & Qualifications:

- Board-certified in emergency medicine with over 21 years of clinical experience.
- Extensive background in working with high-risk, high-utilization patients.
- Leader in integrating data-driven insights with patient care strategies.
- Previous experience leading multidisciplinary teams in complex healthcare environments.
- Passionate about health equity and patient advocacy.

Capabilities:

- Proven track record in reducing ER visits and inpatient admissions by identifying and addressing key factors driving patient care needs.
- Expertise in chronic disease management, severe mental illness, and health related social needs.

- Strong advocate for patient engagement, evidenced based addiction treatment, shared decision-making, and individualized care plans.

Multidisciplinary Team

Registered Nurses:

- Extensive experience in primary care, chronic disease management, and patient education.
- Critical role in patient follow-ups, medication management, and coordination of care between various healthcare settings.

Social Workers with Clinical Focus:

- Provide expertise in addressing social determinants of health such as housing, food insecurity, and transportation needs.
- Capable of connecting patients to community resources and services to support long-term stability.

Community Health Workers:

- Responsible for ensuring seamless transitions between different levels of care (hospital, primary care, home) with an emphasis on providing transportation.
- Assist with appointment scheduling, medication adherence, and patient communication with providers.

Physician

- Review and optimize medication management for patients with complex medical regimens.
- Provide immediate treatment with Medications for Opioid Use Disorder (MOUD) when needed in the office or in the field. Accurately explaining the risks and benefits of MOUD so patients can make an informed decision when choosing this best practice form or treatment.
- Recommend, prescribe and administer long-acting injectable antipsychotic medication in the office or in the field.

Data Analysts:

- Provide data-driven insights into patient utilization patterns, identifying patients who may benefit from program services.
- Continuously monitor program outcomes, helping to adjust strategies in real-time to maximize efficiency and effectiveness.

3. Capabilities and Approach

Data-Driven Patient Identification:

Using hospital and emergency room data, the Hot Spotters Program will identify patients who are frequent users of services. The team will analyze patterns, focusing on patients who have complex medical, social, and behavioral health issues that could be mitigated with targeted intervention.

Comprehensive Patient Assessments:

Patients identified for the program will undergo a thorough assessment that covers medical, social, and behavioral health aspects. The team will develop personalized care plans, which may include medication management, chronic disease management, mental health services, and social support.

Care Coordination & Integrated Services:

The care team will ensure that patients receive coordinated services across different healthcare settings (ER, hospital, primary care). Care coordinators will be responsible for following up with patients to ensure compliance with care plans and will communicate with providers to adjust plans as necessary.

Community-Based Care:

A key aspect of the program is to meet patients where they are. This includes home visits, telehealth consultations, and community-based services to ensure continuity of care. Social workers will engage community organizations to address food insecurity, housing instability, and other social determinants of health.

Behavioral Health Integration:

Many high-utilization patients suffer from underlying mental health and substance use disorders. The program will integrate behavioral health services with medical care to address these issues holistically.

4. Program Goals & Metrics

The success of the Hot Spotters Program will be measured using key performance indicators (KPIs), including:

1. **Reduction in Emergency Department Visits:**
 - Target: 30% reduction in ER visits within the first year of enrollment.
2. **Reduction in Hospital Readmissions:**
 - Target: 20% reduction in 30-day hospital readmissions.
3. **Improvement in Patient Health Outcomes:**

- Target: Measurable improvement in chronic disease management, mental health, and patient-reported quality of life indicators.

4. Patient Satisfaction:

- Target: 90% of patients report satisfaction with the program’s care coordination and personalized approach.

5. Cost Savings:

- Target: Achieve significant cost savings by reducing unnecessary hospitalizations and ER visits, contributing to more efficient use of healthcare resources.

5. Conclusion

The Hot Spotters Program, under the leadership of **Darin Neven, MD**, and a highly experienced team, is uniquely positioned to address the complex needs of high-utilization patients. With a multidisciplinary approach, data-driven insights, and community-based care coordination, the program aims to improve health outcomes, reduce costs, and enhance patient well-being. The management team has the experience and expertise required to drive this initiative forward and achieve its ambitious goals.

The focus on collaborative care, addressing social determinants of health, and integrating behavioral health ensures that patients receive comprehensive, compassionate care tailored to their unique circumstances.



Our Leadership Team



Darin Neven, MS, MD

CEO and Founder

Dr. Neven is a board certified and residency trained emergency physician who has been practicing at [Providence Sacred Heart Medical Center in Spokane, WA since 2005 where he is a partner with Spokane Emergency Physicians](#). He was the principle investigator for a CDC funded randomized controlled trial of citywide ED care coordination that was performed in the Tri-Cities of Washington and the editor of the [Washington American College of Emergency Physicians ED Opioid Prescribing Guidelines](#). He has participated in several efforts to control opioid abuse and provide substance abuse treatment including creating a program that starts patient on buprenorphine and Vivitrol in the ED. He was inducted into the [Spokane Citizen Hall of Fame](#) in April 2016 and has received the Providence Mother Joseph Award. He founded Consistent Care in 2014 and is the sole owner. He is passionate about operating a physician run business that serves patients first.



Paul Vose, PhD

Executive Director of Business Development and Social Services

Dr. Vose brings a wealth of Executive and management experience to Consistent Care. Paul distinguishes himself by his "unrelenting focus on quality and efficiency combined with a genuine concern and commitment for all who work for him." His management expertise spans the full range of operational functions including HR, P&L, accounting, sales management, grant writing, customer service, research & development and administration. Paul proudly extends his leadership acuity to his community and has a true passion for endeavors benefiting individuals with disabilities. More recently, Paul served as Washington State Director for a human services organization providing community-based services and employment programs for youth and adults with and without developmental disabilities, across 26 cities throughout Washington, Idaho and Oregon. His responsibilities included contract management, fiscal and budget accountability, development of new programs and services, and oversight of CARF.



Aimee Hubbard

Executive Director of Human Resources

Aimee is a business leader with over 25 years of extensive knowledge and experience in business operations, business development and human resources management; with diverse experience in healthcare, government and non-traditional businesses. Aimee is highly experienced in employment law with exceptional knowledge and success in team, leadership and organizational development. Aimee excels at streamlining processes and building high functioning, collaborative teams, and cultures that thrive.

Current Contracts Held by Consistent Care Services

- Outreach Support – WA State Department of Commerce January 2024 to June 2025
- Foundational Community Supports – WA State Health Care Authority January 2018 to Present
- Passageways to Recovery, Employment and Education (PREE) WA State Health Care Authority, January 2024 to June 2025.
- Health Care Authority’s (HCA) Division of Behavioral Health and Recovery (DBHR), Supported Housing for SUD Recovery – Snohomish County. January 2024 to June 2025.
- Health Care Authority’s (HCA) Division of Behavioral Health and Recovery (DBHR), Supported Housing for SUD Recovery – Pierce County. January 2024 to June 2025.
- Tri-Cities HOME Consortium / HUD Supported Services. January 2024 to December 2025
- DSHS Governor’s Opportunity for Supported Housing (GOSH) – Aging and Long-Term Support Administration (ALSA), September 2019 to Present.
- DSHS and Area Agency on Aging (AAA) – Community Choice Guiding. November 2019 to Present.
- Department of Health: Syndemic Prevention Services for Infectious Diseases. November 2023 to Present.
- DSHS, Developmental Disabilities Specialized Habilitation Contract. June 2023 to Present.

References:

Shawna Sampson (she/her)

Housing Program Manager

564-999-0040

shawna.sampson@dshs.wa.gov

Home and Community Services

Aging and Long-Term Support Administration

Washington State Department

of Social and Health Services

Whitney Joy Howard MSW

Housing Integration Manager

Home and Community Services / ALSA

360-791-2358

Whitney.howard@dshs.wa.gov

Michelle Griffin (she/her)

Program Manager, Policy and Special Initiatives

Washington State Department of Commerce

(360) 584-3437

Michelle.griffin@commerce.wa.gov

Michael Barnes

Infectious Disease Prevention Coordinator

Washington State Department of Health

(360) 810-1880

Michael./barnes@doh.wa.gov

Budget for the Hot Spotters Intensive Case Management Program

Total Budget: \$375,000

1. Personnel Costs (65% of Total Budget: \$245,000)

- **Program Manager (1 FTE):** \$85,000
Oversees program implementation, staff supervision, and partnership development.
 - **Case Managers (2.0 FTEs):** \$160,000
Salary of \$50,000 each for three case managers providing intensive support to clients.
 - **Administrative Assistant (0.5 FTE):** \$25,000
Supports administrative tasks, data entry, and client scheduling.
-

2. Program Operations (27% of Total Budget: \$102,000)

- **Outreach and Engagement Materials:** \$8,500
Brochures, flyers, and educational materials for community outreach.
 - **Training and Professional Development:** \$5,000
Workshops and training sessions for staff on SUD treatment, motivational interviewing, and cultural competency.
 - **Transportation Assistance:** \$8,000
Funds for transportation vouchers for clients to access treatment and appointments.
 - **Client Support Services:** \$65,000
Funding for housing assistance, job training programs, and other supportive services.
 - **Technology and Data Management:** \$5,500
Costs for database management software, laptops, and other IT needs.
 - **Office Supplies and Equipment:** \$2,500
General supplies such as paper, pens, and office furniture.
 - **Marketing and Community Engagement:** \$7,500
Costs associated with community meetings, events, and promotional activities.
-

3. Evaluation and Monitoring (3% of Total Budget: \$9,500)

- **Data Collection Tools and Surveys:** \$5,000
Costs for designing and implementing data collection tools for participant feedback and progress tracking.
- **Continuous Quality Improvement Initiatives:** \$4,500
Funding for additional training or adjustments based on evaluation findings.

4. Indirect Costs (5% of Total Budget: \$18,500)

- **Overhead Costs:** \$18,500
Allocated for facility use, utilities, administrative support, and general organizational expenses.
-

Summary of Budget Allocation

Category	Amount
Personnel Costs	\$245,000
Program Operations	\$102,000
Evaluation and Monitoring	\$9,500
Indirect Costs	\$18,500
Total Budget	\$375,000

Notes

- This budget can be adjusted based on specific needs, additional funding opportunities, or stakeholder feedback.
- Regular budget reviews will be conducted to ensure alignment with program goals and efficient use of resources.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: Stephanie Olive PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: Stephanie.Olive@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Cincinnati Insurance Company	NAIC # 10677
INSURER B : Underwriters at Lloyd's (Lloyd's of London)	00000
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

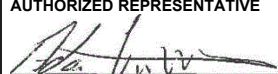
INSURED Consistent Care Services SPC, PS 1235 N Post St, Ste 201 Spokane, WA 99201	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Underwriters at Lloyd's (Lloyd's of London)	00000
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ETD 0504468	8/29/2024	8/29/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ETD 0504468	8/29/2024	8/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ETD 0504468	8/29/2024	8/29/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$
								\$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ETD 0504468	8/29/2024	8/29/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Social Srvcs Prof			ETD 0504468	8/29/2024	8/29/2025	Each Incident	1,000,000
B	Network Sec/Priv Lia			ESN0240049114	8/12/2024	8/12/2025	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane, its Officers and Employees are Additional Insured with respect to General Liability per endorsement attached.

CERTIFICATE HOLDER City of Spokane, its Officers and Employees	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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards.....	8
3. Damage To Premises Rented To You.....	8
4. Supplementary Payments.....	9
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:.....	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations	
(e) Mortgagee, Assignee Or Receiver	
(f) Grantor Of Franchise	
(g) Owners, Lessees Or Contractors	
(h) Controlling Interest	
(i) Benefactors Or Grantors	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services.....	15
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12. Nonowned Aircraft.....	15
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14. Expected Or Intended Injury Redefined.....	16
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17. Replacement Of Customers Keys Or Locks.....	16
18. Limited Employee Criminal Defense Expense Coverage.....	17
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25. Client Defined.....	22

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

Includes copyrighted material of Insurance
Services Office, Inc., with its permission.

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement 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.

- b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

Section I - Coverage C - Medical Payments, 2. Exclusions, a. Any Insured is replaced by the following:

a. Any Insured

To any insured, except:

- (1) A "volunteer worker"; or
- (2) A student in training, medical director or administrator who is providing services on your behalf.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agree-

ment, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization or, only with respect to Paragraph **8.a.(2)(i)** of this endorsement, an oral agreement or contract.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, 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, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of

the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of

the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6 of this endorsement; 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.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only:

(i) With respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) With respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

However, with regard to (d)(ii) above, this insurance does not apply to:

1) "Bodily injury", "property damage"

or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(f) Grantor Of Franchise

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as the grantor of a franchise to you.

(g) Owners, Lessees Or Contractors

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- i) Your acts or omissions; or
- ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the

additional insured when required by a written contract.

With respect to the insurance afforded to these additional insureds, the following 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.

(h) Controlling Interest

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability arising out of:

- (i) Their financial control of you; or
- (ii) Premises they own maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(i) Benefactors Or Grantors

Any person or organization you are required per Para-

graph **8.a.(1)** above to provide insurance, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (i) Their providing financing or funding to you; or
- (ii) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to Section III - Limits Of Insurance:

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

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required

amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 10, 2024

Limited Liability Company

Unified Business ID #: 604459365

Business ID #: 001

Location: 0001

Expires: May 31, 2025

CONSISTENT CARE SUPPORT SERVICES LLC
CONSISTENT CARE
STE 200
1235 N POST ST
SPOKANE WA 99201-2529

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

CONSISTENT CARE

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: 604459365 001 0001

STATE OF WASHINGTON

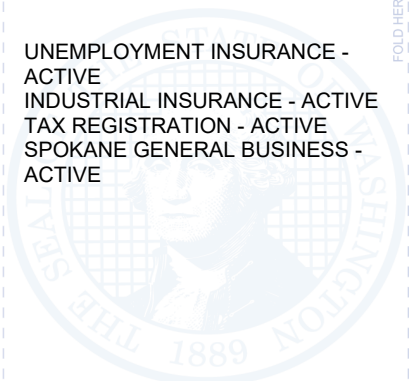
Expires: May 31, 2025

CONSISTENT CARE SUPPORT SERVICES LLC
CONSISTENT CARE
STE 200
1235 N POST ST
SPOKANE WA 99201-2529

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE



Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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



Agenda Sheet for City Council:

Committee Meeting Information:

PIES	Consent
10/21/2024	Duration: 0 min.

Date Rec'd (Clerk use only)	10/1/2024
Clerk's File #	OPR 2025-0009
Cross Ref #	
Project #	2023110
Bid #	

Status: DIVISION\ACCOUNTING\LEGAL REVIEW

Council Meeting Date: 01/06/2025 Briefing date: 12/16/2024

Submitting Dept*:	ENGINEERING SERVICES	Requisition #	2025 BUDGET
Contact Name & Phone*:	DAN BULLER 6391		
Contact E-Mail*:	DBULLER@SPOKANECITY.ORG		
Add'l Docs Attached? <input checked="" type="checkbox"/>	Engineer Construction Contract		
Council Sponsor(s):	BWILKERSON JBINGLE KKLITZKE		

Agenda Item Name: Begin with Dept #
0370 - LOW BID AWARD - STEVENS ELEMENTARY AREA PEDEST

Agenda Wording*: (0 character max) Additional attached?
Low Bid of Liberty Concrete, LLC Coeur d'Alene, ID for Stevens Elementary Area Pedestrian Improvements - \$911,808.00 plus tax. An administrative reserve of \$91,180.00 plus tax, which is 10% of the contract, will be set aside. Chief Garry Park Council

Summary (Background)*: (151 character max.) Additional attached?
On December 9, 2024, bids were opened for the above project. The low bid from Liberty Concrete, LLC in the amount of \$911,808.00, which is 12.6% below the Engineer's Estimate of \$1,043,247.00. Three other bids were received as follows: Cameron-Reilly, LLC - \$928,077.00, WM Winkler Company - \$932,085.70 and Inland Infrastructure LLC - \$999,888.00.

Approved in current year budget? Yes No N/A

Total cost: \$ 911,808.00

Current year cost: \$ 911,808.00

Subsequent year(s) cost: \$

Narrative: (255 character max)
Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue...

Lease? Yes No Grant related? Yes No Public Works? Yes No

Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?	
Expense	\$ 911,808.00	#	3200-95165-95300-56501-86137
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Dept Head	BULLER, DAN	Thomas LaRiviere - estimating@libertyconcretecda.com	
Division Director	FEIST, MARLENE	jrhall@spokanecity.org	
Accounting Manager		eraea@spokanecity.org	

Legal	SCHOEDEL, ELIZABETH	dbuller@spokanecity.org
Executive		publicworksaccounting@spokanecity.org
Additional Approvals		tax&licenses@spokanecity.org
Select Dept 1 ▼		pyoung@spokanecity.org
Select Dept 2 ▼		
Select Dept 3 ▼		
Select Dept 4 ▼		

Save

Cancel

View Related Documents

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	10-21-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Stevens Elementary Area Pedestrian Improvements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This project includes various pedestrian infrastructure including sidewalk infill, crosswalks and enhanced crossings near Stevens Elementary School – see attached exhibits. The project is paid about 80% by a state of Washington grant and about 20% by the arterial street fund. Construction is planned for 2025.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1M</u></p> <p style="padding-left: 20px;">Current year cost: 0</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$1M</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works 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? 	

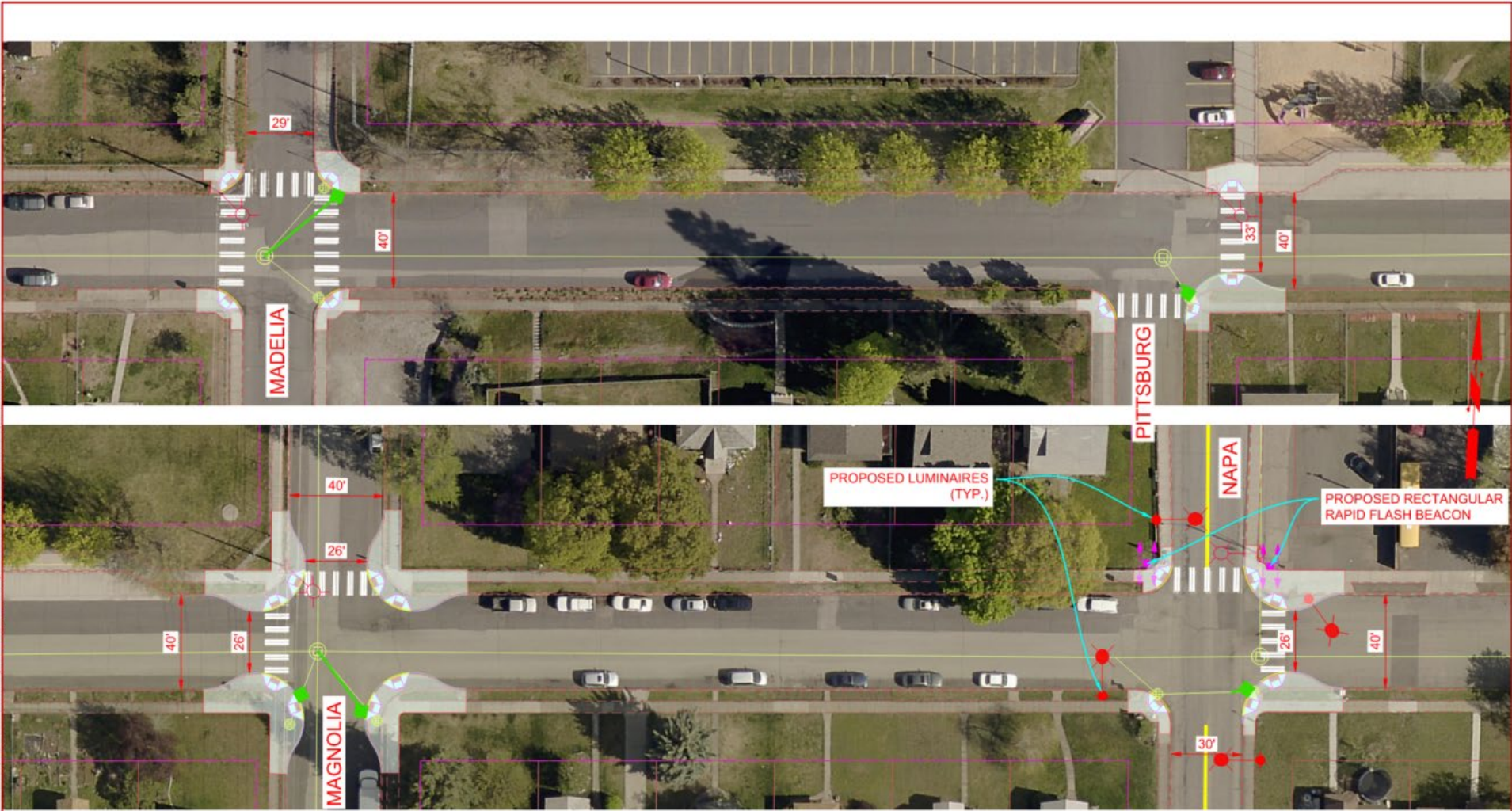
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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

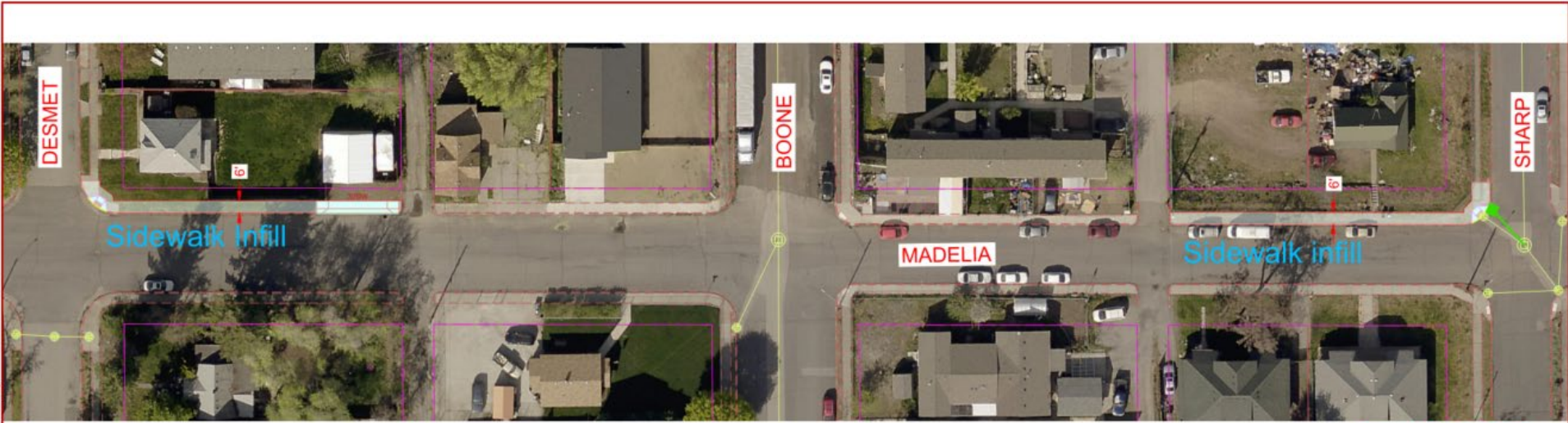
- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

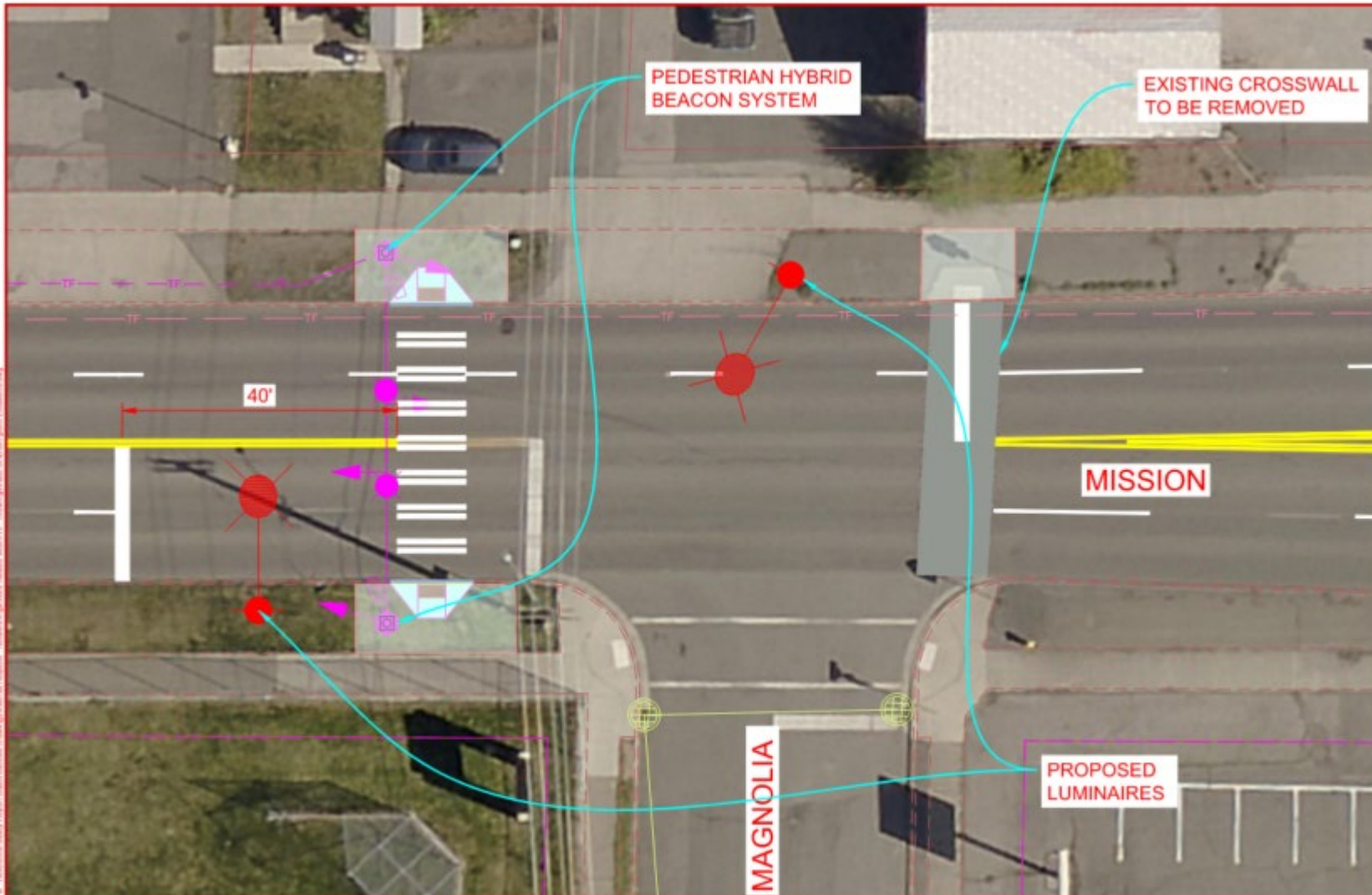
SHOWN DATA IS AWPX. EXTRACTED FROM GIS DATA. NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

SINTO AVENUE
STEVENS ELEMENTARY
MADELIA STREET TO NAPA STREET
ADA UPDATES & CURBLINE BUMPOUTS




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOWN DATA IS APTIX EXTRACTED FROM GIS DATA NOT TO BE USED FOR DESIGN OR CONSTRUCTION

MADÉLIA ST. & MAGNOLIA ST.
 STEVENS ELEMENTARY
 CATALDO STREET TO SHARP STREET
 SIDEWALK INFILL



PEDESTRIAN HYBRID BEACON SYSTEM

EXISTING CROSSWALL TO BE REMOVED

40'

MISSION

MAGNOLIA

PROPOSED LUMINAIRE



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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

MISSION AVENUE
STEVENS ELEMENTARY
MAGNOLIA INTERSECTION
PEDESTRIAN HYBRID BEACON SYSTEM



City of Spokane
PUBLIC WORKS CONTRACT
Title: **STEVENS ELEMENTARY WALK ROUTE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **LIBERTY CONCRETE, LLC**, whose address is 3448 North Huetter Road, Coeur d’Alene, Idaho 83814 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **STEVENS ELEMENTARY WALK ROUTE.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2024, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2023110 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$911,808.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. 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.

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

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

31. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City’s web based construction management software. A City representative will be available to assist in learning this process.

LIBERTY CONCRETE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1
- 24-273

PAYMENT BOND

We, **LIBERTY CONCRETE, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHT AND NO/100 DOLLARS (\$911,808.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **STEVENS ELEMENTARY WALK ROUTE**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

LIBERTY CONCRETE, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **LIBERTY CONCRETE, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHT AND NO/100 DOLLARS (\$911,808.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **STEVENS ELEMENTARY WALK ROUTE**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

LIBERTY CONCRETE, LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 6,451.00	\$ 6,451.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 21,613.00	\$ 21,613.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 1,473.00	\$ 1,473.00
5	POTHOLING	10.00 EA	\$ 1,015.00	\$ 10,150.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 4,092.00	\$ 4,092.00
7	MOBILIZATION	1.00 LS	\$ 93,000.00	\$ 93,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 36,000.00	\$ 36,000.00
9	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
10	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 2,986.00	\$ 2,986.00
11	SEQUENTIAL ARROW SIGNS	1,440.00 HR	\$ 6.00	\$ 8,640.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	672.00 HR	\$ 6.00	\$ 4,032.00
13	TYPE III BARRICADE	20.00 EA	\$ 102.00	\$ 2,040.00

14	CLEARING AND GRUBBING	1.00 LS	\$	15,950.00	\$	15,950.00
15	TREE PRUNING	9.00 EA	\$	418.00	\$	3,762.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	5,934.00	\$	5,934.00
17	REMOVE EXISTING CURB	1,325.00 LF	\$	11.00	\$	14,575.00
18	REMOVE EXISTING CURB AND GUTTER	30.00 LF	\$	11.00	\$	330.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,065.00 SY	\$	21.00	\$	22,365.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	675.00	\$	2,025.00
21	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	20.00 LF	\$	22.00	\$	440.00
22	SAWCUTTING CURB	59.00 EA	\$	60.00	\$	3,540.00
23	SAWCUTTING RIGID PAVEMENT	1,350.00 LFI	\$	3.50	\$	4,725.00
24	SAWCUTTING FLEXIBLE PAVEMENT	4,650.00 LFI	\$	2.50	\$	11,625.00
25	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	440.00 LFI	\$	2.50	\$	1,100.00
26	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	60.00	\$	600.00
27	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	57.00	\$	570.00
28	CONTROLLED DENSITY FILL	10.00 CY	\$	308.00	\$	3,080.00
29	CSTC FOR SIDEWALK AND DRIVEWAYS	108.00 CY	\$	80.00	\$	8,640.00

30	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	48.00 SY	\$	85.00	\$	4,080.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	32.00 SY	\$	126.00	\$	4,032.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	1,203.00 SY	\$	42.00	\$	50,526.00
33	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 6 INCH THICK	74.00 SY	\$	108.00	\$	7,992.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,309.00 SY	\$	35.00	\$	45,815.00
35	COMMERCIAL CONCRETE	10.00 CY	\$	386.00	\$	3,860.00
36	CATCH BASIN TYPE 1	4.00 EA	\$	3,931.00	\$	15,724.00
37	CATCH BASIN TYPE 3	2.00 EA	\$	4,172.00	\$	8,344.00
38	GRATE INLET TYPE 3	9.00 EA	\$	2,516.00	\$	22,644.00
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	2.00 EA	\$	1,473.00	\$	2,946.00
40	REPLACE SURFACE INLET CATCH BASIN WITH MANHOLE FRAME AND COVER	2.00 EA	\$	1,427.00	\$	2,854.00
41	MH OR DW FRAME AND COVER (STANDARD)	6.00 EA	\$	1,427.00	\$	8,562.00
42	VALVE BOX AND COVER	4.00 EA	\$	1,042.00	\$	4,168.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	5.00 EA	\$	1,170.00	\$	5,850.00
44	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	4.00 EA	\$	1,052.00	\$	4,208.00

45	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	1.00 EA	\$	1,479.00	\$	1,479.00
46	CLEANING EXISTING DRAINAGE STRUCTURE	17.00 EA	\$	328.00	\$	5,576.00
47	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	43.00	\$	430.00
48	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	53.00	\$	530.00
49	IMPORTED BACKFILL	10.00 CY	\$	69.00	\$	690.00
50	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,022.00	\$	1,022.00
51	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	300.00 LF	\$	92.00	\$	27,600.00
52	PLUGGING EXISTING PIPE	3.00 EA	\$	440.00	\$	1,320.00
53	ESC LEAD	1.00 LS	\$	2,346.00	\$	2,346.00
54	INLET PROTECTION	12.00 EA	\$	245.00	\$	2,940.00
55	TOPSOIL TYPE A, 2 INCH THICK	431.00 SY	\$	9.00	\$	3,879.00
56	HYDROSEEDING	329.00 SY	\$	4.00	\$	1,316.00
57	SOD INSTALLATION	102.00 SY	\$	21.00	\$	2,142.00
58	2 IN. PVC IRRIGATION SLEEVE	44.00 LF	\$	16.00	\$	704.00
59	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	4,798.00	\$	4,798.00
60	CEMENT CONCRETE CURB	1,340.00 LF	\$	43.00	\$	57,620.00

61	CEMENT CONCRETE CURB AND GUTTER	220.00 LF	\$	44.00	\$	9,680.00
62	CEMENT CONCRETE GUTTER	54.00 LF	\$	40.00	\$	2,160.00
63	CEMENT CONCRETE DRIVEWAY	235.00 SY	\$	83.00	\$	19,505.00
64	CEMENT CONCRETE DRIVEWAY TRANSITION	4.00 SY	\$	122.00	\$	488.00
65	CHANNELIZING DEVICES - TYPE 4	9.00 EA	\$	400.00	\$	3,600.00
66	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,778.00	\$	4,778.00
67	REFERENCE AND REESTABLISH SURVEY MONUMENT	3.00 EA	\$	1,792.00	\$	5,376.00
68	CEMENT CONCRETE SIDEWALK	1,425.00 SY	\$	69.00	\$	98,325.00
69	RAMP DETECTABLE WARNING	264.00 SF	\$	36.00	\$	9,504.00
70	PEDESTRIAN HYBRID BEACON SYSTEM	1.00 LS	\$	42,657.00	\$	42,657.00
71	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	1,219.00	\$	1,219.00
72	COMMUNICATION CABLES AND INTERFACES	1.00 LS	\$	8,713.00	\$	8,713.00
73	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1.00 LS	\$	2,460.00	\$	2,460.00
74	RECTANGULAR RAPID FLASHING BEACON SYSTEM	1.00 LS	\$	18,438.00	\$	18,438.00
75	DIRECTIONAL BORING	200.00 LF	\$	102.00	\$	20,400.00

76	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	43,297.00	\$	43,297.00
77	REMOVAL OF EXISTING PAVEMENT MARK- INGS	486.00 SF	\$	6.00	\$	2,916.00
78	PAVEMENT MARKING - DURABLE HEAT AP- PLIED	902.00 SF	\$	13.00	\$	11,726.00
79	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	1,792.00	\$	1,792.00
80	ABANDON EXISTING MANHOLE, CATCH BA- SIN OR DRYWELL	1.00 EA	\$	740.00	\$	740.00
81	EXCAVATION FOR FIRE HYDRANT RE- PLACEMENT	1.00 EA	\$	3,298.00	\$	3,298.00
Schedule A-1 Subtotal					\$	<u>911,808.00</u>
Summary of Bid Items					Bid Total	\$ <u>911,808.00</u>



< **Business Lookup**

License Information:

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

Entity name: LIBERTY CONCRETE LLC DBA LIBERTY CONCRETE CDA LLC

Business name: LIBERTY CONCRETE LLC DBA LIBERTY CONCRETE CDA LLC

Entity type: [Limited Liability Company](#)

UBI #: 605-011-736

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905

Mailing address: 3448 N HUETTER RD
COEUR D ALENE ID 83814-8905



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Dec-31-2024	Jan-09-2023
Spokane Valley General Business - Non-Resident				Active	Dec-31-2024	Jan-10-2023

Governing People May include governing people not registered with Secretary of State

Governing people	Title
LARIVIERE III, THOMAS	
SANDERS, RONALD	

The Business Lookup information is updated nightly. Search date and time:
12/12/2024 3:59:15 PM



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2024

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

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

PRODUCER Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: Cara Longinotti PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No):	
	E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company	24147	
INSURER B: Imperium Insurance Company	35408	
INSURER C: Berkley Assurance Company	39462	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Liberty Concrete, LLC 3448 N. Huetter Rd Coeur d'Alene, ID 83814
--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWZY 317575 24	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MWTB 317576 24	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ARU-IIC-CX-0000124-00	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC 317574 24	5/31/2024	5/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Prof. Liab			PCXB-5024953-0524	5/31/2024	5/31/2025	Each Occurrence 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Stevens Elementary Walk Route

City of Spokane is additional insured, on a primary/non-contributory basis, including waiver of subrogation, in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Grace Hayes</i>
--	---

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 contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements

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.

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 contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

The projects as specified in the written contracts or agreements

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

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

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT DESIGNATED CONSTRUCTION PROJECT(S) AND DESIGNATED LOCATION(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Ultimate General Aggregate Limit: \$ 50,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

If endorsement(s) CG 25 03 - Designated Construction Project(s) General Aggregate Limit and/or endorsement CG 25 04 - Designated Location(s) General Aggregate Limit is (are) made a part of the policy, the following provisions apply to the insurance provided by this policy and supercede any provision(s) to the contrary:

- A.** The Designated Construction Project General Aggregate Limit (CG 25 03) and Designated Location General Aggregate Limit (CG 25 04) are subject to the Ultimate General Aggregate Limit shown in the above Schedule.
- B.** The Ultimate General Aggregate Limit shown in the above Schedule is the most we will pay for the sum of all damages under the Designated Construction Project General Aggregate Limit and Designated Location General Aggregate Limit.
- C.** **SECTION III - LIMITS OF INSURANCE** provisions not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF WHEN WE DO NOT RENEW (NONRENEWAL) PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the When We Do Not Renew (Nonrenewal) policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 5/31/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by contract or agreement

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Liberty Concrete, LLC

Endorsement Effective Date: 05/31/2024

SCHEDULE

Scheduled Railroad	Designated Job Site
Where required by written contract or agreement	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice <u>10</u>	(For non-payment of premium)
Number of Days' Notice <u>60</u>	(For any other reason, other than nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM/POLICY
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Nonrenewal, as provided in the Nonrenewal policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DATE OF ISSUE:

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY EARLIER NOTICE OF CANCELTION OR NONRENEWAL PROVIDED BY US

SCHEDULE

Number of Days' Notice of Cancellation Non- payment of Premium	Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal	State(s) Applicable
10	60	SEE ITEM 3. A.

Number of Days' Notice of Nonrenewal	State(s) Applicable
60	SEE ITEM 3. A.

- A.** For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B.** For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this 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 required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

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

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part 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.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this insurance restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

1. INSURING AGREEMENT

- a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
- b. This insurance is subject to:
 - (1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and
 - (2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".
- c. For the purposes of Paragraph a. above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can only be reduced or exhausted by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by such "un-

derlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or

- (2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

2. DEFENSE OF CLAIMS OR SUITS

- a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.
- b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims or "suits" for damages to which this insurance is likely to apply.
- c. We may investigate and settle any claim or "suit" at our discretion.

EXCESS (FOLLOWING FORM)

d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
- (3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

3. EXCLUSIONS

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

a. Asbestos

- (1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- (2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph (1) of this exclusion.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or "suit" by or on behalf of a governmental authority because of

testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

b. Employment-Related Practices

Damages because of injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph (1) (a), (b) or (c) of this exclusion.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA, COBRA and Similar Laws

Any obligation of the insured under:

- (1) The Employees Retirement Income Security Act Of 1974 (ERISA);
- (2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or
- (3) Any similar common or statutory law of any jurisdiction;

including any amendments to such laws.

d. War

Damages arising out of:

- (1) War, including undeclared or civil war; or

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II – WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:
 - a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - b. The Limits of Insurance of this policy shown in the Declarations; whichever is less; and
2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations 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 Aggregate Limit is the most we will pay for all damages covered under this policy, except:
 - a. Damages because of injury or damage included in the "auto hazard"; or
 - b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph 2. above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.
4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS

1. APPEALS

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

3. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

EXCESS (FOLLOWING FORM)

- b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT

- a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "event" took place; and
 - (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
 - (1) Cooperate with the "underlying insurers";

- (2) Comply with the terms of the "controlling underlying insurance"; and

- (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

- d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years after the end of the policy period; and
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;

- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include any "underlying insurance".

11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

12. PREMIUM

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section II – Who Is An Insured.

13. PREMIUM AUDIT

If this policy is auditable:

- a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period, we will compute the earned premium for that period.
- c. Audit premiums are due and payable on notice to such first Named Insured.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

14. REPRESENTATIONS

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

- a. The insured's liability is established by:
 - (1) A court decision; or
 - (2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

18. WHEN WE ARE PROHIBITED FROM PAYING DAMAGES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

20. CURRENCY

Payments for damages or expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately proceeding the date the payment is processed.

SECTION V – DEFINITIONS

- 1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section III – Limits Of Insurance.
- 2. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which

that limit has been reduced solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage; and

- b. The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
3. "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".
 4. "Controlling underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
 5. "Event" means an occurrence, offense, accident, act, error or omission or other unit.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Suit" means a civil proceeding. "Suit" includes:
 - a. An arbitration proceeding which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
8. "Underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
9. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

PERFORM

CONTRACTOR'S PROTECTIVE, PROFESSIONAL, POLLUTION, CYBER, MEDIA AND MITIGATION RESPONSE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY (EXCEPT FOR COVERAGE C). SUBJECT TO ITS PROVISIONS, THIS POLICY (EXCEPT FOR COVERAGE C) APPLIES ONLY TO CLAIMS WHICH ARE FIRST MADE BY OR AGAINST YOU DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, AND FIRST REPORTED IN WRITING TO US IN THOSE PERIODS OR THE AUTOMATIC EXTENDED REPORTING PERIOD. UNLESS SPECIFICALLY PROVIDED OTHERWISE, CLAIM EXPENSES ARE INCLUDED WITHIN AND REDUCE THE LIMIT OF LIABILITY, AND ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Words and phrases that appear in bold print, excluding caption headings, have special meanings that are defined in the Definitions of this Policy.

The words "we," "us" and "our" mean the Insurer shown in the header of the Declarations of this Policy. The words "you" and "your" mean any person or entity described in the Definition of **Insured**.

In consideration of the payment of the premium, and in reliance upon the statements made in the application, materials, and information provided by you, which are incorporated into this Policy, form a part hereof, and are a representation upon which this Policy has been issued, we agree with you as follows:

I. INSURING AGREEMENT

A. Protective Indemnity

We shall indemnify you for **Protective Loss** on a **Protective Claim** as established by final judgment or settlement to which we agree in writing, in excess of collectible **Recoverable Insurance**, provided that:

1. the **Protective Claim** arises out of:
 - a. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
 - b. a **Pollution Condition** resulting from the performance of **Contractor Activities**;
 by the **Responsible Entity** that were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Protective Claim** for such **Protective Loss** is first made by you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Protective Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to **Protective Loss**; and
4. you made all reasonable efforts to recover your **Protective Loss** from the **Responsible Entity**.

B. Professional Liability

We will defend you against any **Professional Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Professional Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Professional Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Professional Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic

Extended Reporting Period; and

3. prior to the effective date of the first policy insuring this type of **Professional Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances which could give rise to a **Professional Claim**.

C. Contractor Pollution Liability

We will defend you against any **Pollution Claim** (as provided in Section III.A. of this Policy) and pay on your behalf for all **Pollution Loss** and **Claim Expense** for that **Pollution Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Pollution Claim** arises out of an actual or alleged **Pollution Condition** that results from the performance of **Contractor Activities** by you, or by a **Responsible Entity** for whom you are legally responsible; and
2. the **Pollution Claim** is for **Bodily Injury** or **Property Damage** that occurs during the **Policy Period**, or for **Cleanup Costs** for a **Pollution Condition** that occurs during the **Policy Period**, provided that:
 - a. progressive, continuous, intermittent or indivisible **Bodily Injury** or **Property Damage**, or **Pollution Condition(s)** for which **Cleanup Costs** are incurred, shall be deemed to have occurred only on the date of first exposure to the **Pollution Condition**, which is:
 - i. for **Bodily Injury**, the date of first exposure of any person to that **Pollution Condition**; or
 - ii. for **Property Damage** or **Cleanup Costs**, the date the **Pollution Condition** first commenced; and
 - b. if the date of the first exposure cannot be immediately determined to have been within this **Policy Period**, and you have no liability insurance incepting prior to the inception of this Policy that provides pollution liability coverage for the subject **Contractor Activities** (regardless of whether the insurance covers this **Pollution Claim**), and the **Bodily Injury**, **Property Damage** or **Pollution Condition** for which **Cleanup Costs** are incurred continues to exist during the **Policy Period**, the date of the first exposure shall be deemed to have occurred only on the inception date of the first policy we issued insuring you for the subject **Contracting Activities** for this type of **Pollution Claim**. No more than one policy issued by us can be applicable to the **Pollution Claim**; and

prior to the effective date of the first policy insuring this type of **Pollution Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Pollution Claim**.

D. Cyber Liability

We will defend you against a **Cyber Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claims Expense** for the **Cyber Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Cyber Claim** arises out of **Contractor Activities** or **Professional Services** performed or rendered by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Cyber Claim** is first made against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Cyber Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Cyber Claim**.

E. Media and Personal Injury Liability

We will defend you against any **Media and Personal Injury Claim** (as provided in Section III.A. of this Policy) and pay on your behalf all **Damages** and **Claim Expense** for that **Media and Personal Injury Claim** in excess of any applicable Self-Insured Retention, provided that:

1. the **Media and Personal Injury Claim** arises out of an actual or alleged negligent act, error or omission in the rendering of or failure to render **Professional Services, Media Activities or Information Technology Services** by you, or by a **Responsible Entity** for whom you are legally responsible, on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the **Media and Personal Injury Claim** is first made against you during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and first reported in writing by you to us during one of those periods or the Automatic Extended Reporting Period; and
3. prior to the effective date of the first policy insuring this type of **Media and Personal Injury Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Media and Personal Injury Claim**.

F. Mitigation

We agree to pay you or on your behalf for **Mitigation Cost** in excess of any applicable Self-Insured Retention to mitigate or avoid a **Professional Claim, Pollution Claim, Cyber Claim or Media and Personal Injury Claim** that would be covered under this Policy, but has not yet been made, provided that:

1. the services or other activities you seek to mitigate or rectify were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
2. the circumstances that would reasonably be expected to lead to such **Claim** are first reported in writing by you to us during the **Policy Period**; and
3. prior to the effective date of the first policy insuring such type of potential **Claim** issued to you by us, and continuously renewed by us, the **Principal Personnel** had no knowledge of circumstances that could give rise to a **Claim**; and
4. before incurring any **Mitigation Cost**, you demonstrate to us the reasonableness and necessity of the proposed cost in light of the projected benefit in terms of mitigating or avoiding payment under this Policy on the reasonably expected covered **Claim**, and we provide our prior written consent for such **Mitigation Cost**, such consent not to be unreasonably withheld.

SUPPLEMENTAL COVERAGES

The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in Section I. Insuring Agreement of this Policy, and payments made under the Supplemental Coverages do not erode the Limits of Liability for those coverages.

A. Litigation Attendance Reimbursement

Upon written request by you, we shall reimburse you for your actual and documented loss of earnings and reasonable expenses incurred when you attend a hearing, deposition, or trial at our written request, in the course of our defending a **Claim** under this Policy.

B. Disciplinary Proceedings Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses in defense of a disciplinary proceeding against you before a design professional or contractor licensing board first brought against you during the **Policy Period** or Optional Extended Reporting Period, if applicable, and arising out of either an actual or alleged negligent act, error or omission in the rendering of **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

C. Subpoena Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we will select and retain counsel for you and pay such counsel's reasonable and necessary fees and expenses to advise and represent you regarding the production of documents and during the preparation for and giving of testimony, in response to a subpoena

in a proceeding other than a **Claim** against you or a **Protective Claim**, that is both first served on you and reported to us in writing during the **Policy Period** or the Optional Extended Reporting Period, if applicable, and arising from **Professional Services** or **Pollution Conditions** resulting from the performance of **Contractor Activities**, rendered or performed by or on behalf of you on or after the **Retroactive Date** and before the end of the **Policy Period**.

D. ADA and FHA Defense Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **Policy Period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error or omission in the rendering of **Professional Services** by or on behalf of you, provided that such **Professional Services** were rendered on or after the **Retroactive Date** and before the end of the **Policy Period**.

E. Corporate Reputation Rehabilitation

Upon written request by you, we shall pay on behalf of you the reasonable and necessary fees and expenses subsequently incurred by a public relations firm approved by us to restore your corporate reputation that is damaged as a result of a **Claim** that we defend under this Policy or circumstances for which we consent to the incurring of **Mitigation Cost** or **Emergency Expense** under this Policy. We have the right to require for approval of the public relations firm minimum professional certifications and qualifications (e.g., Examination for Accreditation in Public Relations, or Accredited Business Communicator from International Association of Business Communicators).

F. Protective Claim Bankruptcy Litigation Expense Reimbursement

Upon written request by you, we shall reimburse you for the reasonable and necessary fees and expenses of retaining bankruptcy counsel in the making of a **Protective Claim** arising out of **Professional Services** that qualifies for coverage under this Policy against a **Responsible Entity** who has filed for or been put into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim**, at least in part, is allowed as against or results in a judgment against the **Responsible Entity** in your favor, which is final and no longer subject to objection or appeal.

G. Building Information Modeling - Extra Expense

Upon written request by you during the **Policy Period**, Automatic Extended Reporting Period or the Optional Extended Reporting Period, if applicable, we shall reimburse you for the reasonable and necessary additional expense payable to a third party software consulting company, not otherwise recoverable from any warrantee or guarantee, arising from loss of or damage to any information due to inherent malfunction of any software used in connection with any Building Information Modeling system purchased from a third party vendor and not modified by you or on your behalf, including but not limited to erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of actual construction.

H. Emergency Expense

We will indemnify you for **Emergency Expense** in excess of the Self-Insured Retention, if applicable, provided that the **Emergency Expense** must be both incurred by you and reported to us, in writing and as soon as practicable, during the **Policy Period**, but no later than ten (10) days from the discovery of the **Pollution Condition** resulting from the performance of **Contractor Activities** or the expiration of the **Policy Period**, whichever occurs first, and provided that the **Contracting Activities** giving rise to the need for **Emergency Expense** were rendered or performed on or after the **Retroactive Date** and before the end of the **Policy Period**.

III. DEFENSE, SETTLEMENT AND COOPERATION

A. Defense (Coverages B, C, D and E)

1. We have the right and duty to defend you against any **Claim** proceeding in the United States or Canada under Coverage B, C, D or E of this Policy:

- a. even if groundless or false;
- b. with counsel of our mutual agreement; and

for any **Claim** proceeding anywhere else in the world seeking such **Damages** or **Pollution Loss**, we shall have the right, but not the duty, to defend you against such **Claim**. You shall have the duty to investigate and defend such **Claims**, and we will treat all reasonable and necessary fees and expenses paid to others in the course of doing so as **Claim Expense**.

2. If you and we cannot mutually agree upon defense counsel, we shall have the final right to select defense counsel, but we then will allow for a 25% Self-Insured Retention credit, up to a maximum of \$25,000 per **Claim**, towards the costs of having you retain your own counsel to monitor the **Claim**. Defense counsel selected by us will have the sole right and responsibility for defending you against the **Claim**.
3. In the event you are entitled by law to retain independent counsel of your choosing to defend you at our expense and you choose to do so, the attorney fee component of **Claim Expense** shall be limited to the average of the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended. In addition, we may require that the independent counsel possess certain minimum qualifications, which may include that the selected counsel have: (1) at least five years of civil litigation experience defending similar **Claims**; and (2) errors and omissions coverage. You further agree to require your independent counsel to provide us with information concerning the **Claim** in a timely manner, to respond to our requests for information concerning the **Claim**, and to comply with our reporting and billing guidelines.
4. We shall have no obligation to pay any **Claim Expense** or to defend any **Claim** after all applicable Limits of Liability have been exhausted by incurred amounts or by payment, or after deposit or tender of the remaining applicable Limit of Liability into court.

B. Settlement and Consent (Coverages B, C, D and E)

We have the right to investigate, conduct negotiations concerning and, with your written consent, settle any **Claim** as we deem expedient. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then our Limit of Liability under this Policy with respect to such **Claim** shall be reduced to the amount for which the **Claim** could have been settled, including all **Claim Expenses** incurred up to the time we made our recommendation to you.

C. Settlement (Coverage A)

1. We have the right to investigate and participate in all negotiations concerning a **Protective Claim**.
2. You will not settle any **Protective Claim** for which coverage may be sought under this Policy without our written consent, which shall not be unreasonably withheld. We will not pay any **Loss** on a **Protective Claim** settled in part or whole without our consent.

D. Proactive Resolution of Substantiated Protective Claim (Coverage A)

If you provide us substantiation that satisfies us that the liability of the **Responsible Entities** and the value of your **Protective Loss** are not reasonably disputable and exceed all collectible **Recoverable Insurance**, then upon your written request, we will provide you the following proactive assistance in pursuing recovery for your **Protective Loss**:

1. we will consult with you in the prosecution of your **Protective Claim** and provide our input on strategy for the efficient resolution of the **Protective Claim**;
2. we will attend or otherwise participate in settlement negotiations, including mediations and settlement conferences, for the resolution of the **Protective Claim**;
3. we will assist you in negotiations with representatives for any **Recoverable Insurance**; and
4. if all of your reasonable efforts to recover your **Protective Loss** and the foregoing fail due to the

refusal of the **Responsible Entity** or the representatives for **Recoverable Insurance** to settle your substantiated **Protective Claim**, we will pay the portion of your **Protective Loss** in excess of the available collectible **Recoverable Insurance**.

The costs we incur in performing the activities described in Paragraphs 1. through 3., above, shall be borne by us and shall not erode the Limits of Liability described in Section VL of this Policy.

E. Your Duties (All Coverages)

As a condition precedent to this insurance, in the event of any **First Party Claim, Claim** or reported circumstance:

1. You shall promptly forward to us all documents that you send or receive in connection with the **First Party Claim, Claim** or circumstance, and you will direct all inquiries regarding a **Claim** or circumstance to us or to our designated attorney.
2. You shall cooperate fully with us and our designees in the investigation, defense and settlement of any **First Party Claim, Claim** or circumstance, the conduct of suit or any other proceeding, and in securing and enforcing any right of contribution, indemnity, or other recovery that you potentially may have; such cooperation includes but is not limited to, when requested, attending any proceedings, assisting in securing evidence and obtaining the attendance and testimony of witnesses, whether in a legal proceeding or in an examination by us; and such cooperation will be without charge to us, except as provided otherwise in the Supplemental Coverage for Litigation Attendance Reimbursement. Such cooperation is agreed by us and you to be in furtherance of our common interest in the **First Party Claim** or **Claim**, such that all such communications shall be protected by all applicable privileges and protections.
3. You shall not voluntarily make any payment, assume or admit any liability, consent to any judgment, settle any **First Party Claim** or **Claim**, or incur any **Claim Expense** or **Mitigation Cost**, for which coverage may be sought under this Policy, without our prior written consent, except for **Emergency Expense**. We shall not be liable for any payment, assumed or admitted liability, consent judgment, settlement, or **Claim Expense** to which we have not consented. You shall not release or compromise any right you may have with respect to a **First Party Claim** or **Claim** without our prior written consent. We shall not be liable for any **Loss** attributable to a release without such consent.
4. You shall obtain our written consent before exercising any right, assuming any obligation, or making any agreement, with respect to any dispute resolution mechanism or process for a **First Party Claim** or **Claim**, including but not limited to rejecting or demanding arbitration.

IV. DEFINITIONS

Words stated in the singular will be construed as also being stated in the plural and vice versa. For purposes of this Policy:

- A. **Advertising** means material which promotes your products, services or business.
- B. **Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, emotional distress, or shock sustained by any person, including death resulting therefrom. Furthermore, **Bodily Injury** shall extend to include the monitoring of medical conditions.
- C. **Claim** means **Professional Claim, Pollution Claim, Cyber Claim, and Media and Personal Injury Claim**.
- D. **Claim Expense** means reasonable and necessary fees and costs incurred by us to investigate and defend any **Claim** for which coverage is provided under this Policy, including fees and costs charged by adjusters appointed by us to investigate a **Claim**. **Claim Expense** includes reasonable and necessary fees in defending such a **Claim**, for attorneys, investigators, arbitrators, mediators, consultants and expert testimony, as well as court and arbitration costs and expenses, but shall not include any remuneration, salaries, regular or overtime wages, benefits, fees or other payment of directors, officers, managers and employees of you or us, or fees and expenses of independent adjusters. **Claim Expense** also includes premiums for the covered portion of appeal bonds, attachment bonds or any similar bonds; however, we are not obligated to apply for, secure or furnish any such bond.

E. Cleanup Costs means costs for the investigation, monitoring, or disposal of soil, surface water, groundwater, indoor or outdoor atmosphere or other contamination; or for cleanup, abatement, containment, capping, remediation, or correction of a **Pollution Condition** resulting from the performance of **Contractor Activities**. **Cleanup Costs** also includes **Restoration Costs**.

F. Content means data, digital code, images, drawings, scents, sounds, tastes, texts or textures.

G. Contractor Activities means:

1. any general construction, construction management, or environmental activity; or
2. any loading, unloading, delivery or transportation of goods, materials, products, or waste to or from any site at which the activities, described in Paragraph 1. of this Definition, are performed as long as such activity is performed by an entity that is properly licensed to deliver or transport such goods, materials, products, or waste; or
3. any operation, use, ownership, or maintenance of a land motor vehicle, off-road motor vehicle, mobile equipment, trailer, semi-trailer, watercraft, aircraft, or rolling stock in connection with the activities described in Paragraph 1. of this Definition; or
4. the use of a **Non-Owned Location**.

Contractor Activities also includes Completed Operations. For the purpose of this Policy, Completed Operations means any of the activities described in Paragraphs 1. through 4. of this Definition that have been completed, including materials, parts or equipment furnished in connection with such work or operations.

H. Cyber Claim means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Cyber Security Breach**.

I. Cyber Security Breach means any of the following circumstances:

1. the failure to prevent the introduction or transmission of a computer virus or any other malicious code, but only if such computer virus or malicious code affects the data, software, firmware, systems or networks of your clients;
2. the failure to provide your clients with access to your website, or your computer or communications network, when your clients have authorized use of your website, or your computer or communications network;
3. failure to prevent unauthorized access to, or use of, data, software, firmware, systems or networks containing private or confidential information of your client;
4. the destruction, deletion or corruption of your client's electronic data; or
5. failure to prevent the theft, unauthorized or illegal disclosure or loss of your client's information listed below:
 - a. an individual, natural person's private **Content**, or
 - b. commercial confidential information that resides in or on your hardware devices or data systems, including such information stored on your computer infrastructure system including cloud, remote servers at a co-location or data hosting services or any other data storage not in insureds direct control.

J. Damages mean any amounts you are legally obligated to pay.

K. Emergency Expense means reasonable and necessary expense, incurred by you, on an emergency basis, to contain, control, mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** that is an imminent and substantial endangerment to public health, safety or welfare, or the environment, where the absence of such emergency action being undertaken without delay, further harm to third parties or the environment is imminent.

L. First Party Claim means a **Protective Claim** and any other request of us by you for **Mitigation Cost** or for sums arising out of any of the insuring agreements described in the Supplemental Coverage Section of this Policy.

M. Information Technology Products means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. Information Technology Services means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. Insured means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or

agreement executed before the **First Party Claim** or **Claim** was first made; or

9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such entity prior to the **First Party Claim** or **Claim** being made. However:
 - a. coverage will only be provided for **First Party Claims** or **Claims** arising out of **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** performed on or after the date of formation, acquisition, or exercised financial or management control; and
 - b. this coverage will expire within 90 days for such entity, or the end of the **Policy Period**, whichever is earlier, unless the **Named Insured** provides written details of such newly acquired entity to us and pays the additional premium requested by us, if any.

P. Insured Contract means:

1. 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 to premises while rented to you, or temporarily occupied by you, with permission of the owner is not an **Insured Contract**; or
2. a sidetrack agreement; or
3. any easement or license agreement; or
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
5. an elevator maintenance agreement; or
6. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury, Property Damage, or Pollution Loss** to a third party or organization. This section does not include that part of any contract or agreement that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - a. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

For the purpose of this section, tort liability means only that liability that would be imposed by law in the absence of any contract or agreement. Any assumption of liability beyond that of tort liability specified in this Paragraph 6. shall not be considered to be part of the **Insured Contract**.

- Q. Loss** means **Protective Loss, Third Party Loss, Mitigation Cost** and any other amount to which you are entitled under any of the insuring agreements described in the Supplemental Coverages Section of this Policy.
- R. Media Activities** means **Media Communications** or the gathering, collection, or recording of **Media Material** for inclusion in any **Media Communications** in the ordinary course of your business.
- S. Media and Personal Injury Claim** means a written demand, demand for arbitration or mediation, or suit, made against you seeking money or services due to a **Media and Personal Injury Offense**.
- T. Media and Personal Injury Offense** means:
 1. Infringement of copyright, piracy, plagiarism or misappropriation or unauthorized use of ideas shared with you in the course of services for your client;
 2. Infringement of trade secrets, domain name, title or slogan, or the dilution or infringement of trademark

or service mark;

3. act, error or omission regarding the **Content** of any **Media Communication**, including harm caused through any reliance or failure to rely upon such **Content**;
 4. Misappropriation of trade secret;
 5. Defamation, libel, slander, product disparagement, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 6. Invasion or interference with the right to privacy or of publicity;
 7. Misappropriation of any name or likeness for commercial advantage;
 8. False arrest, detention or imprisonment or malicious prosecution; or
 9. Invasion of or interference with any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping.
- U. Media Communications** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by you.
- V. Media Material** means information in the form of words, sounds, numbers, images or graphics in electronic, print or broadcast form, including **Advertising**, but does not mean computer software or **Content**.
- W. Mediation** means the non-binding facilitation by a neutral third party of **First Party Claim** or **Claim** resolution.
- X. Mitigation Cost** means reasonable and necessary fees or direct costs incurred to mitigate or rectify **Professional Services, Contractor Activities, Media Activities** or **Information Technology Services** that would reasonably be expected to give rise to a **Claim** covered by this Policy, provided such fees and direct costs are incurred prior to any **Claim**. In the event of a **Cyber Security Breach, Mitigation Costs** include costs we incur to engage a qualified firm on your behalf to:
1. investigate the **Cyber Security Breach**;
 2. notify any parties affected by the **Cyber Security Breach**;
 3. perform credit monitoring service for your clients' individual personal data or your clients' corporate data lost because of the **Cyber Security Breach**; and
 4. restore or recreate, if possible, any of your clients' lost data caused by the **Cyber Security Breach**.
- Your fees or direct costs may be treated as **Mitigation Cost** only with our prior written consent, which consent shall not be unreasonably withheld. **Mitigation Cost** does not include any fees or direct costs relating to or resulting from **Emergency Expense**; betterment; or the failure to prevent or detect faulty workmanship.
- Y. Named Insured** means the individual, partnership, entity, firm, or the company named in Item 1. of the Declarations.
- Z. Natural Resource Damage** means physical injury to or destruction of (including the resulting loss of value) land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any State or Local government, any Foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

AA. Non-Owned Location means:

1. real property rented, leased or managed by you, including temporary job site offices, but only if such real property is utilized on a temporary basis for the storage of goods, materials, equipment, products or wastes for the purpose of performing the activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; or
2. any location used for the treatment, storage, recycling or disposal of your waste material provided that:
 - a. the waste material is generated or removed while performing activities, described in Paragraphs 1. through 3. in Definition G. **Contractor Activities**, for a client; and
 - b. the location is not managed, operated, owned or leased by you or any of your subsidiaries or affiliates with the exception of any location that is managed, operated, owned or leased solely by one or more persons or organizations that are **Insureds** only by reason of Paragraph 5. in Definition O. **Insured**; and
 - c. the location is permitted or licensed by any Federal, State, Local or Provincial authorities to accept such material as of the date of the treatment, storage, recycling or disposal.

BB. Policy Period means the period from 12:01 a.m. on the effective date of this Policy as set forth in Item 3. of the Declarations, to 12:01 a.m. on the earliest of the date of the expiration date of this Policy as set forth in Item 3. of the Declarations or any earlier termination date if this Policy is cancelled.

CC. Pollution Claim means the assertion of a legal right alleging liability or responsibility on your part, including but not limited to lawsuits, petitions, arbitrations or other alternative dispute resolutions, and public agency directives, made against you, for **Pollution Loss** arising out of a **Pollution Condition** resulting from otherwise insured **Contractor Activities**.

DD. Pollution Condition means the actual or alleged discharge, dispersal, release, seepage, migration, growth or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacteria, legionella pneumophila, asbestos, lead, silica, silt, sediment, liquids, gases, waste materials, contaminants, organic or inorganic pollutants, electromagnetic fields, hazardous substances, hazardous materials, waste materials including medical, infectious, and pathological wastes, or other irritants, into or upon land, any structure on land, the indoor or outdoor atmosphere, any watercourse, or any body of water, including groundwater. Waste materials include materials to be recycled, reconditioned or reclaimed. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

EE. Pollution Loss means any amounts you are legally obligated to pay for **Bodily Injury, Property Damage** or **Cleanup Costs**.

FF. Principal Personnel means the directors, officers, principals, partners, insurance and risk managers, and those persons responsible for your environmental or legal affairs for the **Named Insured**.

GG. Professional Claim means a written demand, demand for arbitration or mediation or suit made against you seeking **Damages** or correction of **Professional Services** and alleging a negligent act, error or omission in the rendering of or failure to render **Professional Services**.

HH. Professional Services means:

1. Construction Management, Program Management, Project Management, Owner's Representation, Property Management, Real Estate Brokerage/Agency, Property Development, Lease Brokering, any delegated design responsibility or design assist services, including but not limited to constructability reviews or value engineering; or
2. architecture; engineering; contract administration as part of design; sprinkler design; fire protection design; life safety design; mechanical, electrical or security systems design; light use, acoustical or signage design; landscaping design; surveying; quantity surveying; project accounting, quality control reviews, assist or documentation, material testing; cost consulting, economic, feasibility, technical consulting or technical studies or opinions, or scientific reviews; software design for the purpose of operating or maintaining any building system; interior design or space planning services; or design services to support Leadership in Energy and Environmental Design (LEED) certification for a project; or

3. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification, alteration, transfer, protection, manipulation, use, or misuse thereof, or design assist system or program, and the foregoing within Integrated Project Delivery (IPD), Public-Private Partnership projects (P3s), or Lean Project Delivery System (LPDS); or
4. environmental consulting, environmental engineering, environmental site assessment, remedial investigations, feasibility studies, remedial design, environmental monitoring, testing and sampling, remedial oversight and management, ecological studies, environmental training, industrial hygiene, forensic inspections and expert witness services; or
5. ordinary technology services utilized in the performance of the Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

II. Property Damage means:

1. physical injury to or destruction of tangible property, including resulting loss of use thereof; or
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminution of property value; or
4. **Natural Resource Damage.**

JJ. Protective Claim means written demand, demand for arbitration or mediation or a suit instituted by you against the **Responsible Entity** seeking a remedy and alleging liability or responsibility on the part of such **Responsible Entity** arising from:

1. a negligent act, error or omission in the rendering of or failure to render **Professional Services**; or
2. a **Pollution Condition** resulting from the performance of **Contracting Activities.**

Protective Claim does not include a demand or proceeding for non-monetary or injunctive relief.

KK. Protective Loss means:

1. any amounts you are legally entitled to recover; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy, any amounts you would have been legally entitled to recover in the absence of such Limitation of Liability;

from each **Responsible Entity**:

1. due to a negligent act, error or omission in the rendering of **Professional Services**; or
2. for **Bodily Injury, Property Damage** or **Cleanup Costs** due to a **Pollution Condition.**

In the event that multiple **Responsible Entities** cause the same or related loss, the amount of **Protective Loss** shall not exceed the single loss caused by such multiple **Responsible Entities.**

LL. Recoverable Insurance means the lesser of either Item 1. or 2. below:

1. all liability insurance applicable to the **Professional Services** or **Pollution Condition** from which the **Protective Claim** arises and providing such applicable coverage to any **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible; or
2. in the event the **Protective Claim** is made against a **Responsible Entity** in whose favor you have granted a Limitation of Liability permitted by this Policy that is applicable to the **Protective Claim**, such Limitation of Liability.

MM. Responsible Entity means those persons or entities, retained by you or on your behalf, rendering **Professional Services** or **Contractor Activities.**

NN. Restoration Costs means the reasonable and necessary costs incurred by you, with our prior written

consent, to repair, replace, or restore real or personal property to substantially the same condition it was prior to being damaged during work performed in the course of incurring **Cleanup Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

00. Retroactive Date(s) means the date(s) set forth in Item 6. of the Declarations.

PP. Third Party Loss means the total of all **Damages** and **Pollution Loss** you are legally obligated to pay, and all related **Claim Expense**.

V. EXCLUSIONS

We will not be liable to make payments or indemnify you for any **First Party Claim, Claim** or **Loss** directly or indirectly for or arising out of:

- A.** any amounts incurred in connection with the making or prosecution of a **Protective Claim**. This Exclusion applies at all times, including where we are providing Proactive Resolution of Substantiated Protective Claim under Section III.D. of this Policy, excepting only the Supplemental Coverage for Protective Claim Bankruptcy Litigation Expense Reimbursement.
- B.** the amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, except that this Exclusion shall not apply to the amount of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, had such defense, response or answer been pleaded or provided, or procedural step been taken.

In such instance where the **Responsible Entity** has failed to plead or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Protective Loss** which you would have been entitled to recover from the **Responsible Entity**, respectively, will be upon you.

- C.** any design or manufacture of any goods or products which are sold or supplied by you or by anyone under license to you, including any parts, components, assemblies or equipment installed or incorporated by or on behalf of you into your work. This Exclusion does not apply to (1) software sold or supplied by you in connection with your provision of other **Professional Services**, or (2) goods or products installed or incorporated in your work which have been specially designed, but not manufactured, by you or on your behalf by a qualified **Responsible Entity** for use in a specific project, or (3) goods or products installed or incorporated in your work that cause a **Pollution Loss** arising out of a **Pollution Condition** resulting from the performance of **Contractor Activities**, or (4) **Information Technology Products**.
- D.** the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, or manufacturing process, including materials, parts, or equipment furnished in connection therewith, unless the faulty workmanship is caused by otherwise covered **Professional Services** as respects the applicability of:
 1. Coverages A or B; or
 2. **Mitigation Cost** to mitigate or rectify **Professional Services** under Coverage F, except for any fees and direct costs relating to or resulting from the failure to prevent or detect faulty workmanship.

This Exclusion does not apply to Coverages C, D, E, **Mitigation Cost** to mitigate or rectify a **Pollution Condition** resulting from the performance of **Contractor Activities** under Coverage F, or Supplemental Coverage H. Emergency Expense.

- E.** any actual or alleged harassment, humiliation, discrimination, or similar misconduct on any basis, whether as to a legally protected group or otherwise.
- F.** any employment obligations, decisions, conduct, practices or policies as an employer, including but not limited to any obligation for which any party shall be liable under any worker's compensation, unemployment compensation, employer's liability, obligation to pay fair wages or benefits, or disability benefits law or under any similar law.
- G.** liability under contract, agreement, warranty or guarantee, except such liability that would have existed in the absence of such contract, agreement, warranty or guarantee. This Exclusion extends to any contractual obligation to make payments to others, including subcontractors, subconsultants, or their employees, or for materials. Solely for purposes of Coverage C, this Exclusion shall not apply to liability of

others assumed under an **Insured Contract**. This Exclusion shall not apply to that portion of a contract that sets forth the **Insured's** participation in a legal entity that is insured under Definition 0.4. of this Policy.

- H. any fraudulent, criminal, dishonest, intentionally or knowingly wrongful, or malicious act, error, or omission, or those of an inherently harmful nature, except that this Exclusion shall not apply to a **Claim** against you if you did not commit, participate in, or have knowledge of such conduct.
- I. taxes; criminal fines; criminal penalties; or liability for liquidated damages you or the **Responsible Entity** would not have had in the absence of the agreement for liquidated damages.
- J. any return, withdrawal or reduction in contractor charges; any equitable obligation, including restitution, disgorgement, or the costs of complying with injunctive relief; or the time and expense in addressing or resolving an actual or potential **First Party Claim** or **Claim**.
- K. any conduct by an individual, corporation, partnership, or joint venture of which you are a partner, director, officer, member, participant, or employee that is not designated in the Declarations or by endorsement as an **Insured**. This Exclusion shall not apply to conduct by an entity for which the **Insured's** participation is insured under Definition 0.4. of this Policy.
- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.
- M. **Claims** against you made by, or **Protective Claims** by you made against, any individual or entity, or its subrogees or assignees:
 1. that wholly or partially owns, controls or operates you; or
 2. in which you have an ownership interest in excess of twenty-five percent (25%); or
 3. that is controlled or operated by you; or
 4. in which you are an officer or director; or
 5. that is an affiliate of you, where you both are ultimately owned in excess of twenty-five percent (25%), directly or indirectly, by the same entity.

With respect to Items 2., 3., and 4. above, this Exclusion shall be limited when the **Claim** or **Protective Claim** is made by a formal joint venture partnership of which you are a participant to your percentage of ownership interest in the joint venture, so that we shall only be responsible for that portion of **Third Party Loss** or **Protective Loss** that is the difference between your percentage of ownership interest and the total joint venture ownership interest percentage.

- N. **Bodily Injury** or **Property Damage** arising out of construction means, methods or techniques; site safety; crane erection, use, maintenance or operation; scaffolding; or demolition, but solely for the purposes of Coverage B, and for the purposes of Coverages A and F with respect to obligations arising from **Professional Services**.
- O. any **Loss** caused by or resulting from war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law, or confiscation by order of any government or public authority.
- P. any **Protective Loss** or **Pollution Loss** resulting from:
 1. the discovery of a **Pollution Condition** on, at or under the **Non-Owned Location**; or
 2. a **Pollution Condition** on, at, under or migrating from a **Non-Owned Location**, for which the owner of the **Non-Owned Location** becomes legally obligated to pay unless such **Pollution Loss** results from the performance of the activities described in Paragraphs 1. through 3. of Definition G. **Contractor Activities**.
- Q. for purposes of Coverages D and E, the loss, theft, destruction, transfer, misappropriation, or any misuse of any of your employees' personal data, confidential information or other private **Content**, including but not limited to social security numbers, phone numbers, family names, family history, or home or medical information.

- R. any **Professional Services, Contractor Activities, Media Activities, or Information Technology Services** that constitute violations of either the laws of the United States or any jurisdiction in which they were performed, including U.S. economic, trade sanction or export control laws administered by the U.S. Treasury, State and Commerce Departments (e.g., the economic and trade sanctions administered by the U.S. Treasury Office of Foreign Assets Control), or the U.S. Controlled Substances Act or similar laws in the subject jurisdiction. Additionally, we shall not be required to provide any coverage, pay any **Claim** or **First Party Claim**, or provide any other benefit hereunder to the extent that provision of such coverage, payment of such **Claim** or **First Party Claim** or provision of such other benefit would be in violation of any trade or economic sanctions laws or regulations applicable in our jurisdiction of domicile or with which we are legally obligated to comply.

VI. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. Limits of Liability

1. Limit of Liability Each **Claim** or **First Party Claim**: Our Limit of Liability for the sum of all **Loss** for each single **Claim** or **First Party Claim** to which this Policy applies shall not exceed the amount stated in Item 4.A. of the Declarations specified for each applicable coverage provided by this Policy.
2. Limit of Liability in the Aggregate for Each Coverage for the Policy: Our Limit of Liability for all **Loss** under each respective coverage provided by this Policy shall not exceed the amount stated in Item 4.B. of the Declarations for such coverage for the Policy.
3. Limit of Liability in the Aggregate for All Coverages Described in Section I. of this Policy for the Policy: Our Limit of Liability for the sum of all **Loss** arising out of all **Claims** or **First Party Claims** under the coverages described in Section I. provided by this Policy shall not exceed the amount stated in Item 4.C. of the Declarations for the Policy.

B. Self-Insured Retention

The Self-Insured Retention amount stated in Item 5.A. of the Declarations applies to each **Claim** or **First Party Claim**, if applicable. The Self-Insured Retention amount stated in Item 5.B. of the Declarations is the most you shall pay for the sum of all of your Self-Insured Retention obligations arising out of all **Claims** or **First Party Claims** under each respective coverage for the Policy, if applicable, provided that in no event shall your Self-Insured Retention obligation be less than the amount stated in Item 5.C. of the Declarations for any **Claim** or **First Party Claim** under each respective coverage. The Self-Insured Retention amount shall be paid by you before we pay any **Loss**, though any payments made by any **Recoverable Insurance** also implicated by the **Claim** or **First Party Claim** shall serve to reduce your Self-Insured Retention obligation. Our Limits of Liability set forth in Item 4. of the Declarations are in addition to and in excess of the Self-Insured Retention amount. No Self-Insured Retention amount shall apply with respect to the Supplemental Coverages provided by the Policy, except for Supplemental Coverage H. Emergency Expense. If a **Claim** arising out of the same set of circumstances for which we have paid **Mitigation Cost** is made, then any amounts paid under the Self-Insured Retention for such **Mitigation Cost** shall reduce the Self-Insured Retention for that **Claim**.

Mediation Credit: If you and we agree beforehand to attempt to resolve a **Claim** or **First Party Claim** at **Mediation**, and if you and we resolve such **Claim** or **First Party Claim** by such **Mediation**, your Self-Insured Retention obligation for such **Claim** or **First Party Claim** will be reduced by 50%, subject to a maximum reduction of \$25,000.

VII. MULTIPLE INSURED

The number of **Insureds** covered by this Policy shall not operate to increase the Limit of Liability specified in the Declarations, notwithstanding any other provision of this Policy.

VIII. MULTIPLE CLAIMS

Two or more **Claims** or **First Party Claims** arising out of one or more acts, errors, omissions, incidents, events, or **Pollution Conditions**, or a series thereof, that are related (either causally or logically), will be considered a single **Claim** or **First Party Claim** subject to:

- A. a single Each **Claim** or **First Party Claim** Limit of Liability; and

B. a single Self-Insured Retention (if applicable); and

shall not operate to increase our Limits of Liability. All such **Claims** or **First Party Claims** treated as a single **Claim** or **First Party Claim**, whenever made, shall be considered first made on the date the earliest such **Claim** or **First Party Claim** was first made, and only a Policy providing coverage for the earliest **Claim** or **First Party Claim** shall have any coverage for such **Claims** or **First Party Claims**.

If more than one Coverage applies to the whole or a part of a **Claim** treated as a single **Claim** pursuant to this Section VIII., then the Each **Claim** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention for that single **Claim** shall be those set forth in Items 4.A. and 5., respectively, of the Declarations for the applicable Coverage with the largest Each **Claim** Limit of Liability. If more than one applicable Coverage has the same Each **Claim** Limit of Liability, but have different Self-Insured Retentions, then the largest Self-Insured Retention shall apply to that single **Claim**.

IX. EXTENDED REPORTING PERIOD

A. Automatic Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, you shall be entitled to a period of sixty (60) days from the date of policy termination to report a **Claim** (except for a **Pollution Claim**) or **First Party Claim** which is made by or against you prior to such termination date. This Automatic Extended Reporting Period may not be canceled by you and does not require the payment of an additional premium. This Automatic Extended Reporting Period shall be included within the Optional Extended Reporting Period if such is purchased. The Automatic Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Automatic Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

B. Optional Extended Reporting Period

If we or you do not renew this insurance with a renewal policy issued by us for any reason, other than after cancellation pursuant to Section XI.G. Cancellation and Termination, and if the total premium for this Policy has already been paid in full, then you shall have the option to pay an additional premium and extend the period by which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be first made by or against you and reported to us.

The premium for the Optional Extended Reporting Period shall be: (1) 100% of the annual premium for twelve (12) months of extension; (2) 150% for twenty-four (24) months of extension; or (3) 200% for thirty-six (36) months of extension. The purchase of an Optional Extended Reporting Period shall not be effective unless endorsed herein.

Your option to purchase the Optional Extended Reporting Period must be exercised by notice in writing to us no later than sixty (60) days after the termination date of this Policy. Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and premium are not mailed to us within such sixty (60) days, then you are not entitled to purchase an Optional Extended Reporting Period at a later date.

If purchased pursuant to the preceding paragraph, the Optional Extended Reporting Period shall commence upon the termination of the **Policy Period**. The Automatic Extended Reporting Period shall not apply after the termination of the Optional Extended Reporting Period. At the commencement of any Optional Extended Reporting Period, the entire premium shall be deemed fully earned. In the event you terminate the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return any portion of the premium.

Although the period during which a **Claim** (except for a **Pollution Claim**) or **First Party Claim** can be reported to us is extended by virtue of the Optional Extended Reporting Period, this fact shall not in any way increase or reinstate the Limits of Liability of this Policy. The Optional Extended Reporting Period shall not serve to increase or reinstate the Limits of Liability set forth in the Declarations. The Aggregate Limit of Liability for the Optional Extended Reporting Period shall be the amount of coverage remaining in this Policy's aggregate liability limit set forth in the Declarations.

X. REPORTING

A. Reporting a Claim or First Party Claim

As a condition precedent to coverage under this Policy, in the event of a **Claim** or **First Party Claim**, you must do the following:

1. Report the **Claim** or **First Party Claim** to us in writing as soon as reasonably possible, which (except for a **Pollution Claim**) must be during the **Policy Period**, the Automatic Extended Reporting Period, or during any applicable Optional Extended Reporting Period. Reporting should be sent to us at the address stated in the Claims Notice attached to this Policy; and
2. Promptly provide a copy of the **Claim** or **First Party Claim**, if in writing, and specify in the report: the names and addresses of the **Insured** reporting the **Claim** or **First Party Claim**, the persons or entities making the **Claim** or **First Party Claim**, and the persons or entities against whom the **Claim** or **First Party Claim** is made; when the **Claim** or **First Party Claim** was made; the subject of the **Claim** or **First Party Claim**; and any other relevant facts or allegations known to you.

B. Reporting a Circumstance

If during the **Policy Period**, you become aware of a circumstance that may reasonably be expected to give rise to a **Claim** or **First Party Claim** which may be covered under the Policy, and if you, during the **Policy Period**, provide a written report to us at the address stated in the Claim Notice attached to this Policy of the circumstance as soon as practicable containing particulars sufficient to identify you and all reasonably obtainable information with respect to:

1. when and how you first became aware of such circumstance;
2. any act, error, omission asserted or believed to be at issue;
3. the services or activities involved in the circumstance;
4. what happened and the dates and entities involved; and
5. the nature of any alleged or potential **Loss**;

then any **Claim** (except for a **Pollution Claim**) or **First Party Claim** arising out of such circumstance shall be deemed to have been made on the date we received the written report of the circumstance. At our sole discretion and cost, we may elect to investigate any circumstance which is reported; any such costs associated with the investigation of a circumstance prior to a **Claim** being made against you will not be considered **Claim Expense**, will not reduce the applicable Self-Insured Retention and shall be paid by us in addition to the Limit of Liability.

XI. CONDITIONS

A. Territory

The coverage afforded by this Policy applies worldwide.

B. Audit and Inspection

Upon reasonable prior notice, we shall be permitted to audit your final books and records at any time during the **Policy Period**, the Automatic Extended Reporting Period, the Optional Extended Reporting Period, if applicable, and within three years after the final termination of this Policy, as far as they relate to the subject matter of this Policy. We shall also be permitted to inspect, sample, and/or monitor your operations on a continuing basis. Neither our right to make inspections, sample, and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that your operations are safe, healthful, conform to acceptable practice, or are in compliance with any law, rule, or regulation.

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your

participation is insured under Definition 0.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

D. Changes

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement issued by us to form a part of this Policy. Notice to any of our agents or knowledge possessed by any such agent or any other person will not act as a waiver or change in any part of this Policy and will not prevent us from asserting any rights under the provisions of this Policy.

E. Action Against Us

Only you can make claims against us under Coverages A and F, and the Supplemental Coverages, of this Policy.

No action shall be taken against us with respect to Coverage A unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount the **Responsible Entity** is legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No action shall be taken against us with respect to Coverage B, C, D or E unless, as a condition precedent thereto, you shall have fully complied with all the terms of this Policy, and until the amount you are legally obligated to pay shall have been finally determined either by judgment after actual contested trial or arbitration, or other method of dispute resolution for which we have given prior written approval.

No person or organization shall have any right under this Policy to join us in any action against you. No **Responsible Entity** shall be an **Insured** under this Policy.

F. Assignment of Interest

It is agreed that the insurance provided herein and your interests hereunder cannot be transferred or assigned to another party without our express written consent.

G. Cancellation and Termination

1. The premium paid for this Policy shall be fully earned in the first twelve months of the **Policy Period**.
2. This Policy may only be cancelled by us for one or more of the following reasons:
 - a. non-payment of premium; or
 - b. a material misrepresentation or concealment of facts; or
 - c. a material breach of any provision of this Policy.

If this Policy is cancelled by us, notice of cancellation will be sent in writing to the first **Named Insured** (except as modified by any Endorsement to this Policy, either electronically or at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days prior to the date such cancellation is to take effect; except that, in the event of cancellation for non-payment of premium, we will provide only fifteen (15) days written notice. If the premium is paid by a premium financing company and the premium financing company, acting under a valid premium finance agreement with you, requests cancellation of the Policy due to non-payment of premium from you in the first twelve (12) months of the **Policy Period**, the earned premium shall be computed short-rate of the twelve-month policy term premium and the unearned premium shall be returned to the premium finance company.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and any Optional Extended Reporting Period; the **Policy Period**, the Automatic Extended Reporting Period, and any Optional Extended Reporting Period will end on that date. If we cancel for the reason specified in Subparagraph (a), there shall be no return premium. If we cancel for reasons stated in Subparagraphs (b) or (c) in the first twelve (12)

months of the **Policy Period**, the earned premium shall be computed pro-rata of the twelve-month earned policy term premium. Payment of any return premium shall not be a condition of cancellation.

3. This Policy may be cancelled by the first **Named Insured** for any reason. In the event that the first **Named Insured** cancels the Policy, the earned premium shall be computed under the customary short rate table and procedure as a percentage of the total Policy premium stated in the Declarations, and we will return the corresponding unearned premium to the first **Named Insured**. Cancellation by the first **Named Insured** shall also cancel the Automatic Extended Reporting Period and any Optional Extended Reporting Period on the date of cancellation.
4. Notwithstanding the foregoing, if you report a **Claim** or **First Party Claim** to us prior to the date of cancellation, the Policy premium shall be considered 100% earned, and no premium shall be returned upon cancellation.

H. No Limitation of Liability

You shall not limit the liability of any **Responsible Entity**, except to collectible insurance, without our prior written approval. If you limit the liability of a **Responsible Entity** in a manner that fails to comply with the foregoing, our obligation to pay **Loss** arising out of any **Claim** or **First Party Claim** involving such **Responsible Entity** shall apply solely in excess of the collectible insurance that would have been available in the absence of the limitation of liability to such **Responsible Entity** or any person or entity for which the **Responsible Entity** is responsible.

I. Your Bankruptcy

Your bankruptcy or insolvency shall not relieve us of our obligations under this Policy.

J. Authorization Clause

By acceptance of this Policy, the first **Named Insured** shall be the sole agent of and shall act on behalf of the **Insureds** for all purposes as to the Policy, including but not limited to the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, providing and receiving notice of cancellation, termination, or nonrenewal, the giving of notices and reporting of **First Party Claims, Claims** and circumstances, for completing applications and the making of any statements or representations, for making any change to the Policy, and for the exercising or declining to exercise any right under this Policy, including the purchase of an Optional Extended Reporting Period.

K. Severability of Policy Provisions

If any material provision or clause of this Policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this Policy in full force and effect.

L. Severability of Insureds (Coverages B, C, D and E)

Except with respect to the Limits of Liability and Self-Insured Retentions, the Authorization Clause of this Conditions Section and as otherwise provided in this Policy, this insurance applies as if each **Insured** were the only **Insured** and separately to each **Insured** against whom a **Claim** is made.

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

N. Choice of Law

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, all forms of contractual, tort and statutory claims, and all remedies and entitlement to costs or attorneys' fees in a dispute over any of the foregoing, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

O. Jurisdiction and Venue

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, you and we will submit to the jurisdiction of any court (State or Federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of your or our right to remove an action to the United States District Court, regardless of the jurisdiction in which an action is commenced.



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Discussion

Date Rec'd 12/12/2024

Clerk's File # OPR 1981-1053

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	PUBLIC WORKS	Bid #	
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Contact Name/Phone	MARLENE FEIST 509-625-6505	Requisition #	
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Contact E-Mail	MFEIST@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	AMENDMENT #8 TO CITY / COUNTY WASTEWATER MANAGEMENT		
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Agenda Wording

Amendment to the City and County ILA for the City's Northpoint Lift Station.

Summary (Background)

This amendment to the City and County ILA for Wastewater would approve a sewer connection between the City's and County's systems. The connection is designed to divert and convey wastewater that currently flows to the City's Northpoint lift station through a new gravity sewer to a connection point with Spokane County's gravity sewer at the intersection of North Normandie Lane and West Holland Avenue

Lease? NO Grant related? NO Public Works?

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	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 12, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Amendment #8 to City/County Wastewater Management Agreement
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>The City's NorthPointe Lift Station serves a relatively small area north of Lincoln Road between Division and Nevada. The NorthPointe Lift Station had been increasingly having issues and needed to be replaced. See map.</p> <p>This amendment to the City and County ILA for Wastewater would approve a sewer connection between the City's and County's systems. The connection is designed to divert and convey wastewater that currently flows to the City's Northpointe lift station through a new gravity sewer to a connection point with Spokane County's gravity sewer at the intersection of North Normandie Lane and West Holland Avenue. The gravity sewer project was more efficient, less expensive, and easier to maintain than building a new pump station. The County's sewer line in this area flows directly to the City's Riverside Park Water Reclamation Facility.</p> <p>The project and amendment are consistent with a 2017 letter authored by the County outlining coordination in this area.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Generates revenue for 2025 and 2026 biennium budget.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? 	

Public works 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. The dam provides energy to power pumps at some of our wells and excess power is sold. This results in lower rates for all of our Water customers.

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

N/A

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

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

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

This work is consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Comprehensive Plan.

Council Subcommittee Review

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

N/A

**City of Spokane Clerk Number: OPR 1981-1053
Cross Reference: OPR 2013-0002; OPR 2021-0734
Spokane County Resolution Numbers: 1980-1555 & 2012-1024**

**AMENDMENT #8
CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT
REGARDING MARION HAY PUMP STATION AND NORTH SPOKANE FLOWS**

This AMENDMENT #8 to the CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT made and entered into between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, Washington 99205, hereinafter referred to as the “City”, and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at Public Works Department, 1026 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County”, jointly hereinafter referred to as the “Parties”.

WHEREAS, pursuant to the provisions of chapter 36.94 RCW, the County may construct, operate, and maintain a sewerage system; and

WHEREAS, pursuant to the provisions of chapter 35.92 RCW, the City may construct, operate, and maintain a sewerage system as defined within the chapter; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each entity may individually perform; and

WHEREAS, pursuant to City OPR No. 1981-1053 and County Resolution No. 1980-1555, the City and County initially entered into a “City and County Wastewater Management Agreement” dated December 22, 1980 which has been amended over the years, hereinafter referred to as the “Wastewater Management Agreement”; and

WHEREAS, pursuant to City OPR No. 2021-0734 and County Resolution No. 22-0038, the City and County have entered into a “Multijurisdictional Agreement for Pretreatment Program”, for implementation of the industrial pretreatment program between the City and County; and

WHEREAS, the City and County have entered into a number of other Agreements with regard to wastewater management between the two jurisdictions.; and

WHEREAS, the City and County desire to memorialize their discussions for a coordinated approach to the future conveyance of new flows from the north Spokane area to the RPWRF and

provide for reconciliation of wastewater pumping charges as between the Parties per the attached letter dated October 19, 2017; and

WHEREAS, the City will divert and convey wastewater that currently flows to the City's North Pointe Pumping Station through a new gravity sewer to a connection point with the County's gravity sewer system at generally located at the west side of the intersection of US 395 and West Holland Avenue; and

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the City and County do hereby agree as follows:

1. **PURPOSE:** The purpose of this Amendment is to establish the terms and conditions whereby allowing for the wheeling of City wastewater through the County's Northpoint/Marion Hay Pumping Station and force main to the City's sewer system at the intersection of Rowan Avenue and Cannon Street. This involves approximately 750,000 gpd of City flows through 5,300 linear feet of the County's gravity sewers, through Marion Hay Pump Station, and then 18,000 linear feet of pressure and gravity interceptor sewers before meeting back to the City's sewer system.
2. **AGREEMENT:** The Parties hereby agree as follows:
 - a. **City Responsibilities:**
 - City wastewater flows will be measured at the City's Flume which is located at Holland and Normandie Lane (Flume), from the City's system to the County's system. The City will record these flows and report them to the County on the 20th of each month.
 - City will bear the cost of construction of a new 27-inch gravity sewer from the intersection of Rowan Avenue and Cannon Street to the intersection of Everett Avenue and "A" Street. This line will be dedicated to the conveyance of the combined County and City flows pumped from the Marion Hay Pump Station and it will be designed to accommodate the projected ultimate flows from that pump station.
 - City will reimburse the County for a prorated share of the maintenance costs for the 5,300 linear feet of County gravity lines between the connection point and the Marion Hay Pumping Station.
 - County will receive and measure and pump all flows from Marion Hay Pumping Station to the current discharge point into the City's gravity system at North Cannon Street and West Rowan Avenue. The City Wastewater flows that are sent to the Marion Hay Pumping Station will be deducted from the total flows sent back to the City through Marion Hay Pumping Station.

- City will reimburse the County for a prorated share of the maintenance costs for the 18,000 linear feet of County pressure and gravity lines between Marion Hay Pumping Station and the discharge point.
- City will reimburse the County in the annual maintenance and operating costs of the Marion Hay Pumping Station, using a prorated approach on an annual calculation of the City's percentage of the total annual flow through the pump station.
- Reimbursement from the City to the County for the prorated portion of maintenance costs of gravity and pressure lines, and maintenance and operating costs of the Marion Hay Pumping Station will be calculated by the methodologies established in the **CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT** and will follow the framework established in the Amendment No. 2 to the MOA between the City and County regarding wastewater treatment charges & payments (as signed by County 2/23/2023). The computational approach to be used is presented in Exhibit A, attached hereto.

b. County Responsibilities:

- County will be responsible for the cost and implementation of any upgrades to the County system (e.g., Marion Hay Pump Station modifications, force main, other) necessary to accommodate these flows from the City, though none are anticipated at this time.
- County will receive and measure and pump all flows from Marion Hay Pumping Station to the current discharge point into the City's gravity system at North Cannon Street and West Rowan Avenue. The City Wastewater flows that are sent to the Marion Hay Pumping Station will be deducted from the total flows sent back to the City through Marion Hay.
- County is allotted pursuant to Agreement 3.6 MGD (5.57 cfs) of flow rate capacity through the City's system downstream of the North Spokane Interceptor. This Amendment would increase the County's capacity from Rowan and Cannon to Everett and "A" Street to 8.1 MGD. From that point on to RPWRF, the County would participate in prorated upsizing costs for pipelines, as needed, the rest of the way to RPWRF. Notwithstanding the above, the County has total reserved capacity at RPWRF of 10 MGD regardless of source.
- The volume of City wastewater that flows through the County's Marion Hay Pump Station will not be included in the County's share of capacity in the City's pipeline system nor the County's share of capacity at the City's Riverside Park Water Reclamation Facility (RPWRF).

3. RECONCILLATION AND OFFSET OF TREATMENT CHARGES:

4. All other terms in the Parties' other existing agreements are unaffected by this Agreement.
5. ADMINISTRATION: The City hereby designates the City's Wastewater Treatment Facility Director, as its representative for the purposes of administering the provisions of this Amendment. The County hereby designates the County's Senior Director of Public Works as its representative for the purposes of administering the provisions of this Amendment.
6. REQUIRED TERMS: In accordance with the INTERLOCAL COOPERATION ACT, pursuant to RCW 39.34.030 (3) and (4), the PARTIES further agree:
 - Effective Date: This Amendment shall commence and be effective upon signature of both PARTIES.
 - Precise Organization of any separate entity created: No separate entity is created. Each Party shall continue to administer its own affairs subject to this Amendment as to any specific terms.
 - Purpose: Purpose of this Amendment is specified in Item 1, above.
 - Financing: Financing related to the Amendment is the responsibility of each individual Party.
7. FILING: This Amendment shall be filed with the County Auditor in accordance with RCW 39.34.040 and the Spokane City Clerk.

PASSED AND ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS OF
SPOKANE COUNTY, WASHINGTON**

ATTEST:

MARY L. KUNEY, CHAIR

Ginna Vasquez
Clerk of the Board

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Spokane County
Environmental Services
Kevin R. Cooke, P.E., Director

October 19, 2017

Scott Simmons, Public Works Director
City of Spokane Public Works
808 W Spokane Falls Boulevard, 2nd Floor
Spokane, WA 99201

Subject: **Coordination of Wastewater Conveyance – North Spokane Area**

Dear Scott,

As you know, engineers from our respective sewer maintenance and design groups have been working together collaboratively over the past two years to consider the options for a coordinated approach to the future conveyance of wastewater flows from the North Spokane area to the Riverside Park Water Reclamation Facility (RPWRF). I am pleased to report that this effort has resulted in the development of a preliminary plan that, once implemented, will provide for the long-term system reliability in the North Spokane area for the City's system as well as the County's system.

Description of the Project

The engineers have focused on an approach that would allow the City to abandon the North Pointe Pump Station, and to redirect those flows through a new City sewer extended to the County's system at the intersection of Normandie Lane and Holland Avenue. After discharge to the County's system, those redirected flows would be conveyed to the Marion Haye Pump Station (south of Whitworth University on College Road), and then pumped through the County's force main and discharged to the City's sewer system at the intersection of Rowan Avenue and Cannon Street (i.e. the current endpoint of the County's North Spokane Interceptor).

This approach involves the conveyance of approximately 750,000 gallons per day of City flows through 5,300 linear feet of the County's gravity sewers, through the Marion Haye Pump Station, and then through 18,000 linear feet of pressure and gravity interceptor sewers.

In exchange for the County's assignment of the required capacity in the County's system to the City's wastewater flows (and in lieu of the payment of a proportional share of the County's capital investment in the facilities described above), the City would bear the cost of constructing a new 27-inch gravity sewer from the intersection of Rowan Avenue and Cannon Street to the intersection of Everett Avenue and "A" Street. This line would be dedicated to the conveyance of the combined County and City flows pumped from the Marion Haye Pump Station, and it would be designed to accommodate the projected ultimate flows from that pump station.

1026 West Broadway Avenue, 4th Floor • Spokane, WA 99260-0430
Phone: (509) 477-3604 • Fax: (509) 477-4715 • TDD: (509) 477-7133

Capital Cost Considerations

It is my understanding that the City's engineers have determined that the cost of constructing the new gravity sewer lines described above will be lower than the cost of constructing a new pump station and force main to replace the City's current North Pointe facilities.

Under the proposed approach, the County would be responsible for the cost and implementation of any upgrades to the County system (i.e. Marion Haye Pump Station modifications, force main, other) necessary to accommodate these flows from the City.

Additionally, our engineers have determined that the cost for the City to construct the additional gravity line in Cannon Street and Everett Avenue, combined with the value of the additional capacity for future County flows through the City's existing system downstream of the "A" Street connection point**, is comparable to the apportioned value of the County's system components that would be used to accommodate these City flows.

Operational Cost Considerations

The City would participate in the annual operational costs of the Marion Haye Pump Station, using a prorating approach based on an annual calculation of the City's percentage of the total annual flow through the pump station. (This is the same as the approach currently used to determine the County's share of annual expenses for the maintenance of the City's interceptor system.)

Also, the total volume of flow conveyed to the County's system by the City at the intersection of Normandie Lane and Holland Avenue would be metered, and that volume would be deducted from the total metered flow from the Marion Haye Pump Station for the purposes of determining the County's monthly share of wastewater treatment costs at the RPWRF.

Mutual Benefits

I consider the solution outlined above to be an excellent example of the positive results that we can achieve through effective collaboration and the equitable sharing of our assets and resources. If you see this solution in the same light, we would be happy to prepare the first draft of an amendment to the City/County Wastewater Management Agreement for your consideration. The amendment would provide for the formalization and detailing of the elements presented herein.

Please call me if you would like to discuss this proposal in further detail.

Best Regards,



Kevin R. Cooke, P.E.
Environmental Services Director

*** The County previously purchased 3.6 million gallons per day (MGD) of capacity through the City's system downstream of the NSI, and will require an ultimate capacity of 8.1 MGD for County flows.*

Cc: Dan Kegley, City of Spokane (email) Dave Moss, Environmental Services
Bill Peacock, City of Spokane (email) Louis Graf, Environmental Services
Gene Repp, Environmental Services



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/4/2024

Clerk's File # RES 2025-0001

Cross Ref # OPR 2025-0010

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	SOLID WASTE DISPOSAL	Bid #	SOLE SOURCE
------------------------	----------------------	--------------	-------------

Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	CR 27004
---------------------------	----------------------	----------------------	----------

Contact E-Mail	DPAINE@SPOKANECITY.ORG		
-----------------------	------------------------	--	--

Agenda Item Type	Resolutions		
-------------------------	-------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR ABB SOFTWARE		
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Agenda Wording

Five year resolution and contract to declare ABB Inc. the sole source provider of proprietary software, service and parts support for the Digital Controls System at the Waste to Energy Facility from 1/1/2025-12/31/2029 and a total cost of \$652,080.00

Summary (Background)

ABB Inc. owns a custom proprietary software which is used to enhance the operational effectiveness of the Waste to Energy Facility. Utilizing a consultant who is familiar with this proprietary software, and who can purchase required parts as necessary will keep the facility operating properly. In 2019, ABB Inc. was awarded a five year sole source contract for these services, which is now set to expire. A new Sole Source Resolution and contract is needed to continue utilizing this software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 652,080.00
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Current Year Cost	\$ 158,568.00
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Subsequent Year(s) Cost	\$
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Narrative

This is a required operating and maintenance service expense that is planned for in the Solid Waste Disposal budget annually.

Amount

Budget Account

Expense	\$ 652,080.00	# 4490-44100-37148-54201
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	MILLER, KATHERINE E
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

John Colwell, john.colwell@abb.us; Ken Murdock, jsalstrom@spokanecity.org	mdorgan@spokanecity.org
rrinderle@spokanecity.org	tprince@spokanecity.org
	Ted Collins, ted.collins@us.abb.com (CC on DocuSign)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Sole Source contract for ABB Software support, service and parts
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>ABB Inc. owns a custom proprietary software which is used to enhance the operational effectiveness of the Waste to Energy Facility. Utilizing a consultant who is familiar with this proprietary software, and who can purchase required parts as necessary will keep the facility operating properly. In 2019, ABB Inc. was awarded a five year sole source contract for these services, which is now set to expire. A new Sole Source Resolution is needed to continue utilizing this software.</p> <p>In December of 2024, a Notice of Intent to Award Sole Source regarding this purchase from ABB went uncontested and will result in a five-year contract, from Jan. 1, 2025 through Dec. 31, 2029 and a total cost of \$652,080.00, plus tax.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$652,080.00 plus tax</u> Current year cost: \$158,568.00 (2025) Subsequent year(s) cost: \$112,792.00 (2026), \$119,500.00 (2027), \$126,733.00 (2028), \$134,334.00 (2029)	
Narrative: <u>This is a required operating and maintenance service expense that is planned for in the Solid Waste Disposal budget annually.</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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

Not applicable

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring ABB INDUSTRIAL AUTOMATION & POWER GENERATION (Portland, OR) a sole-source provider and authorizing the City to enter into a contract for service and support for the Digital Control Systems for the City of Spokane Waste to Energy Facility to be used on an “as needed” basis for a five (5) year period approximately \$270,000.00 annually without public bidding.

WHEREAS, The City of Spokane WTEF DCS is the “electronic brain” that automatically identifies changes in the plant’s operation and controls the numerous systems to established parameters ensuring that we are in compliance with our various operating permits’ guidelines; and

WHEREAS, The Waste to Energy Facility has used ABB Industrial Automation & Power Generation software & hardware to manage and control the integrated systems that are a part of the operation since its conception; and

WHEREAS, ABB is the world leader in this industry; and

WHEREAS, to move away from the ABB System would require dedicating significant resources and funds to engineer and configure the change, replace all hardware components, new software licenses and train all plant personnel on the use and maintenance of the system; and

WHEREAS the estimated annual expenditure for service and support for the Digital Control Systems exceeds the 2024 public bid limit of \$50,000

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service and support for the Digital Control Systems at the Waste to Energy Facility a sole source ABB Industrial Automation and Power Generation.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year contract for the service and support of the Digital Control Systems at the WTE on an “as needed” basis - \$270,000 annually, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
CONTRACT
ABB SOFTWARE, SERVICE AND SUPPORT

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ABB, INC.**, whose address is 23000 Havard Road, Cleveland, Ohio 44122, as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide ABB Software, Service, and Parts Support for the Digital Controls System (DCS), in accordance with Company’s Proposal dated November 26, 2024, attached as Exhibit B. Company has been deemed a Sole Source Provider. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin January 1, 2025, and run through December 31, 2029, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **SIX HUNDRED FIFTY-TWO THOUSAND EIGHTY AND 00/100 DOLLARS (\$652,080.00)**, plus applicable sales tax; for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Spokane Solid Waste Disposal, via email: Attn: Michelle Dorgan - mdorgan@spokanecity.org or 2900 South Geiger Blvd., Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 Company's services to be provided under this Agreement;

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. 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 sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW

Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

ABB, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Proposal #EGR-240329-1 Rev 01 dated November 26, 2024
Sole Source Justification Form

**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.

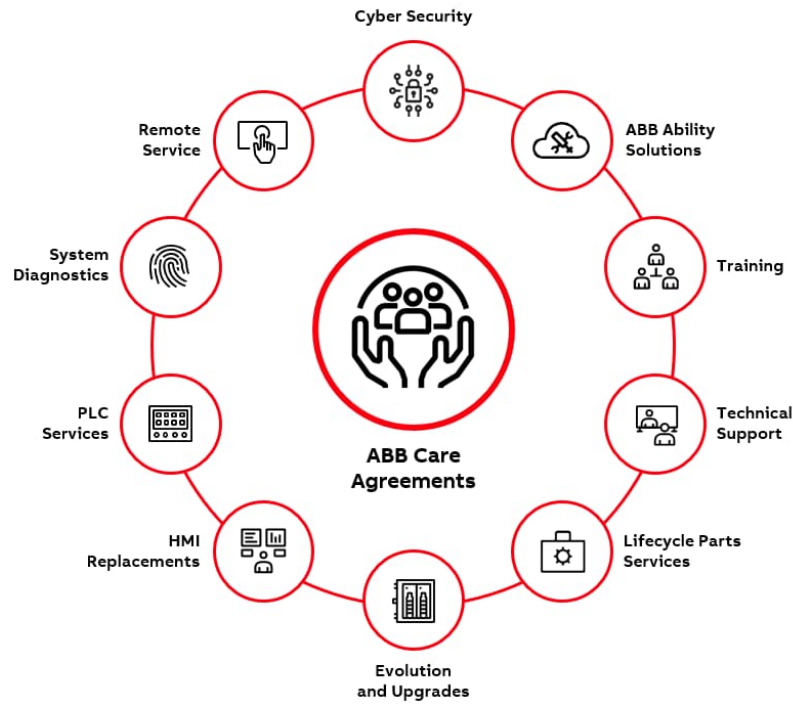
<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

Let's write the future
Together



Industry Care Priority



David Paine
Waste to Energy Facility
City of Spokane

Proposal Date: November 26, 2024
Proposal Number: EGR-240329-1 Rev 01
Service Account Manager: Ted Collins

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plant's uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

We build the right combination of services and values for your needs and demands. The core Industry Care package contains essential services like Telephone Support to give you quick and effective expert support, access to myABB portal to give you the power of knowledge about the status of your system and equipment, and the ABB Software Maintenance support you need to keep your system current and compliant. You can customize each with optional upgrades to fit your specific operation. For example, if your priority is knowing more about your asset health, asset monitoring and remote access can be added to your Industry Care package. Or if you need extra peace of mind with on-site support, mobilization to site, or a resident engineer, we can provide service with boots on the ground.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including cyber security, performance evaluations, and ABB Ability™ digital technologies.

It's all about improving *your* business outcomes. From ABB's portfolio of technology, field services, and spare parts to consulting, optimization, and ABB Ability™ digital portfolio; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

2 Contract Management

2.1 Sites supported

This Industry Care agreement covers ABB supplied Distributed Control Systems (DCS) at the following plant location(s). Services may be used for each system installed on the named site unless specified otherwise.

City of Spokane

Waste to Energy Facility

2.2 Term of Agreement

This is a 5yr agreement starting 01/01/2025 and ending 12/31/2029.

2.3 Regional Service Management Team

The ABB Regional Services Management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Regional Service Management Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

3 Automation Software Maintenance

3.1.1 Automation Software Maintenance Solutions

For the term of this contract City of Spokane will receive Automation Software Maintenance (ASM) solutions for the SID's named in the table below including support for ancillary system functionality as indicated by checkmark. The Automation Software Maintenance (ASM) Solutions assists you as a system owner in actively managing your ABB control system software life cycle costs and helps you maximize the value of your automation investment. It offers a range of solutions to support and extend the life and reliability of your ABB control systems.

Through these ASM Solutions, City of Spokane has access to the following items allowing them to maintain their automation software.

- Access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current (i.e. latest released) Active and Classic software versions installed. ABB does not provide error corrections, performance improvements, and 3rd party compatibility updates for software in Limited or Obsolete lifecycle status.
- Ability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are Active or Classic lifecycle status. This does not include ability to upgrade versions that are Obsolete lifecycle status or evolve from one platform to a different platform. This ability can be supplied at additional cost.
- Access to myABB portal suite of premium services including:
 - Documentation via ABB Library
 - Customer training options
 - Control system diagnostic information from My Control Systems
 - Customer installed base displayed on My Installations
 - Management of Technical Support cases (provided contract includes technical support with 1-hour response time)
 - View ABB recommended services and schedules
 - Analyze and manage spare parts ordering and inventory
 - Order products and parts through eCommerce Platform
 - How to contact ABB
- Access to control system diagnostic information and access to list of ABB approved Microsoft security patches via the myABB portal (however not the patches themselves) via My Control Systems.
- Ability to escalate service support cases to ABB engineering Level 3 and Level 4 if necessary, as determined by the ABB Technical Support team. Additional fees may apply depending on the issue complexity and resources required to address said issue.
- Implementation of new software releases are not included.
- Minimum 3-year commitment required.

Plant/System Name	Product Description & Version	SID	# Concurrent Users	System Functionality
Spokane	S+ Operations, v2.1	SID13828	5	<input checked="" type="checkbox"/> Fingerprint License <input checked="" type="checkbox"/> History <input type="checkbox"/> Harm. Gateway <input type="checkbox"/> Batch <input type="checkbox"/> Safety <input type="checkbox"/> Open

See Appendix A for list of licenses included in each SID

Delivery of software updates will be through the myABB portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance solutions provided by ABB under this section apply to ABB developed and supplied software only and will automatically be subject to the applicable end-user software license agreement. Software Maintenance solutions do not apply to 3rd party software unless specified. Software corrections for customer specific issues are not available prior to the release of a periodic software maintenance update.

Use of some features contained in the software updates may require different or additional operating system software or hardware. This solution does not provide any hardware or operating system / third party software.

ASM solutions will automatically be discontinued immediately at the conclusion of this contract. In the case of multi-year contracts, ASM solutions may be interrupted if customer purchase order or other customer work authorization is not received 30 days prior to subsequent year start date. ASM solutions renewed more than 30 days after the conclusion of this contract are subject to additional rejoin fees.

3.2 Rapid Response Services

3.2.1 Telephone Support

City of Spokane will have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00AM – 5:00PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response time begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to e-mail initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases requires system to be covered by software maintenance services, is made through the ABB Contact Center, and may incur additional fees.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

When an incident is categorized as an Emergency, work shall start immediately and continue outside of the agreed hours until the problem is resolved. The categorization is determined by the urgency and impact of the incident. Critical HSSE (Health, Safety, Security and Environmental) situations, loss of production, total loss of view of the process are situations that

are categorized as Emergency. This may also include situations that could lead to a production loss or HSSE issue.

ABB Contact Center contact details are:

Email: AutomationSupportLine@us.abb.com

Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Spokane Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

3.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System module. Through My MyABB/My Control System module, you can:

- Check my system licenses / Automation Software Maintenance status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training
- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Spokane will have up to fifteen (15) users, plus one (1) control system administrator. **City of Spokane is responsible for completing and returning the form in Appendix C for user access.** For an overview of the MyABB Portal, please review this brief training video: [MyABB Portal Overview](#)

3.2.3 Technical Support Case Tracking

The primary customer contact listed for Telephone Support will also have access to Technical Support case tracking via the case tracking module on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The primary customer contact will be able to view all cases assigned to the site regardless of who opened the case and also can authorize additional authorized users. Authorized users must be an employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

Specifically, each authorized user will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The authorized users will be able to:

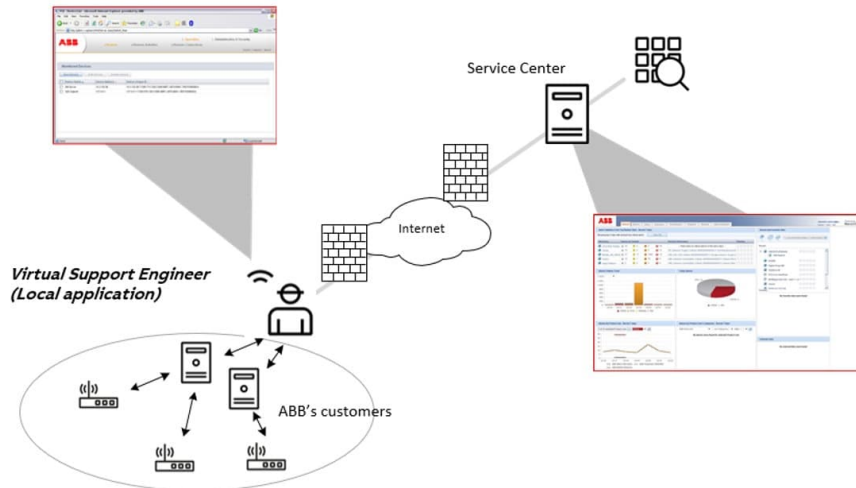
- View their cases only
- View entire site cases
- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

3.2.4 Remote Access Link

Remote Access Link (RAL) is a subscription service which allows ABB experts to remotely connect to a customer's control system in order to more quickly respond to technical issues. Installation of RAL can be completed upon receipt of the customer's authorization (see Appendix F).

Remote Connectivity

The ABB Remote Access Platform (RAP) - RAP provides ABB specialists a direct view of equipment and associated software applications via a selected node on the customers control system network. It facilitates remote troubleshooting, remote sessions associated with on-site service, monitoring of process data, and recommendation of improvements to applications related to the process. RAP also allows ABB specialists to help maintain and optimize the process automation system.



- Customer Provided VPN Connectivity - For an additional fee the customer may provide its own VPN connection method in place of the Remote Access Platform solution.

Customer RAP Responsibilities

- Request the connection to be active by returning RAP Consent form (Appendix F). Remotes Access Link service will remain inactive unless the customer chooses to activate anytime during the contract period.
- Provide Internet access
- Provide a PC for the VSE software. Minimum PC requirements are:
 - Windows 7 Operating System
 - 1 GB of RAM
 - 500 MB of Hard Drive Space
 - Minimum recommended Internet speed is a 3 Mbps
- Install VSE software on site machine. Firewall must be configured to allow outbound only connection through SSL port 443.

Customer VPN Responsibilities

- Provide VPN software
- Provide installation and login documentation
- Provide VPN user credentials
- Software must be compatible with Windows 7 or greater
- Minimum recommended Internet speed is 3 Mbps

3.3 Lifecycle Management Services

3.3.1 Control System Benchmark

As part of the Care contract, ABB will conduct a Control System Benchmark on (1) of the covered systems to be mutually agreed upon by ABB and **City of Spokane** during the term of the contract. The Control System Benchmark will provide to the customer an accurate depiction of the installed control system equipment, along with lifecycle status and criticality matrix, warranty information (if available) and which equipment is covered by the agreement within a report on the myABB customer portal within the My Control System module.

The Control System Benchmark is conducted by running the My Control System Products Data Collector (MCS-DC) automated tool that can be downloaded from myABB or provided to customer by USB storage media. The MCS-DC tool validates key parameters including:

- Lifecycle status of hardware and software
- ABB software versions are all loaded correctly and are on appropriate nodes
- Appropriate versions of Microsoft software, including patches are on every node
- Most up-to-date antivirus (McAfee or Symantec) software on every node
- Microsoft Windows, computer hardware and controller KPI's to determine system load
- Control hardware version
- Cybersecurity settings

In order to complete the Control System Benchmark the MCS-DC tool must be run from a Microsoft Windows workstation or server that is on the same network as all the other control system nodes. City of Spokane may apply virus checks to media prior to loading the MCS-DC tool on the system. The MCS-DC tool runs in the background and does not need to be attended. The length of time needed to complete varies based on system size.

3.3.1 Control System Spare Parts Audit

One time during the course of the contract term, ABB will utilize the Control System Benchmark data to conduct a Spare Parts Audit. The Spare Parts Audit utilizes the mySpareParts Analyzer available on myABB to develop high level recommendations regarding spare parts and inventory gaps. A report will be delivered regarding the results of the Spare Parts Audit via MyControlSystem or other electronic means.

3.3.2 Onsite Field Service

As part of the Industry Care contract, ABB will provide **160 hours per year** of OCS Field Services to perform on-site maintenance services. In the event a multi-year contract is purchased, 50% of the unused field hours from one contract year may be rolled over to the subsequent contract year. **Up to 50% of a given year's hours may be rolled over to the subsequent year (one time) and must be used prior to end of contract year they are rolled into else they will be "lost" without compensation. All field service hours purchased or rolled into the last year of the contract must be used prior to the end of the contract else they will be "lost" without**

compensation and without exception. Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client’s facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix B.

Travel and living expenses are included with this Contract.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current year issued field service labor rates if purchased during the contract period. Standard service labor rates and ABB recognized holidays are shown in Appendix B of this proposal and apply only to the delineated calendar year. Standard service labor rates are updated annually and can be supplied upon request. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

3.3.3 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware

New	Description
Symphony Plus Harmony (Rack)	15% discount (0.85 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)

Repairs and Refurbished parts

Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)

Software

Symphony Plus	10% discount (0.90 of list)
---------------	-----------------------------

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.

3.3.4 In-Person & On-Line Training Classes

City of Spokane is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

To view scheduled in-center classes go to <https://mylearning-americas.abb.com/>, click on Sign In, then Catalog, and type the course number or key word in the search box.

3.3.5 Loyalty Offers

As a participant in the Industry Care program, City of Spokane will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

3.4 Cyber Security Services

3.4.1 Cyber Security Patch Delivery

Every month throughout the duration of this agreement, ABB will provide a CD (or alternate media) of all Microsoft validated patches for ABB control system software and associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB's validation status.

Patch validation applies only for ABB software at "Active" or "Classic" status at the latest available service pack. The validation testing of Microsoft security updates is done along with Trellis (fka McAfee) ENS. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Spokane is responsible for completing and returning the form in Appendix D for delivery contact and address of this disc.**

3.5 Domain Controllers (Year 1 Only)

ABB will supply Primary and Redundant Domain Controllers (hardware only) for one (1) system (SID13828) during Year 1 of the current contract **EGR-240329-1 Rev 01**. ABB will coordinate delivery schedule with City of Spokane.

3.5.1 Scope of Supply

Hardware

ABB will supply two (2) Dell rackmount servers per ABB's specifications. All of the servers will include McAfee anti-virus software.

Software

No ABB control system software is necessary or supplied for this scope.

3.5.2 Project Management

The success of every project is based upon the effective coordination and communication between the Client and ABB. In order to achieve this goal, ABB assigns a qualified project Manager to each project that is awarded. The Project Manager acts as the single point of contact for the Client for all matters related to project scope, schedule, and commercial items.

The Project Manager develops the project implementation plan in conjunction with the Project Team and is responsible for its execution in accordance with the Client's contractual requirements and expectations. Review of those requirements and expectations is made during project kick-off, to ensure all parties have a common understanding.

The implementation strategy developed by the Project Manager will ensure optimum schedule adherence, contract delivery, and system performance through effective and efficient resource utilization with a focus on maximum quality and reliability through internal design reviews and through industry-wide, sustainable quality procedures including but not limited to ISO9001.

The Project Manager is supported by the Primary System Engineer (PSE), the Lead Field Service Engineer, and by Technical Specialists.

The PSE is responsible for directing the technical implementation of the project and assuring consistency and uniformity across the design and implementation phases of the project by following the design basis agreed upon with the customer. The PSE coordinates the System Engineers, who provide the detailed design, implementation, and testing of the Distributed Control System. They include HMI, application and hardware engineers/technicians.

Onsite services are not included. This proposal is for **hardware delivery only**. The engineering and onsite labor must be purchased separately if City of Spokane would like ABB's assistance with installation and commissioning of the scope listed above.

3.5.3 Meetings

The following meetings are included.

Meetings Proposal Summary

Qty.	Meeting	Location	Duration	Attendees
1	Kick-off Meeting	Conference Call	1/2 Day	Project Manager & Lead Engineer

Notes:

1. *Additional review meetings can be conducted by conference call.*

3.5.4 Assumptions, Clarifications, and Standards

Any order for this proposal will be based only on the hardware, software, and services as described above.

This proposal is based upon ABB supplying standard servers, workstations, and networking hardware, and following standard system loading procedures, including computer naming, user account names, and IP addressing. Software loading and network/computer hardware configuration information will be provided during system design and engineering for information purposes. This standardization allows ABB to load the computers based on system images and reduces cost to the customer.

The specific network equipment part numbers listed are based on current standards and are subject to change during the project execution if updated equipment is released by the OEM.

If the Customer would like to use a different computer model or make, or purchase the computers or use existing computers, or wants other software packages, or wants the option to select PC names, user account names, IP addresses, etc., then ABB will adjust the price to account for the extra engineering time to individually implement the Customer selections and load the software.

The Customer will provide sufficient cabinet space and power to house the equipment proposed herein at the appropriate proximity to client/network switches.

Commissioning of the new domain must be performed during a plant outage. All Symphony Plus software will stopped, and the system will not be usable for any plant operation or engineering activities during the commissioning process.

3.5.5 Terms and Conditions

The following additional terms and conditions apply to Section 3.5 only:

Payment Milestones

- 65% Upon Receipt of Order

-
- 35% Upon Shipment of Order

Delivery

This proposal is based on delivery FCA Factory (Cleveland, OH) per Incoterms 2020.

Schedule

This proposal is assumes lead time of 8-12 weeks.

4 Commercial Summary

Industry Care Priority Contract – Five Year Contract:

Part Number	Description	Price
		\$ 158,658 Year 1
		\$ 112,792 Year 2
		\$ 119,560 Year 3
PAENC-PRI-05	Industry Care – Priority 5-year agreement	\$ 126,733 Year 4
		\$ 134,337 Year 5
		\$ 652,080 Total

Year 1 Price Breakdown:

Line Item	Description	Price Year 1
1	Priority Contract Scope	\$106,408
2	Domain Controllers (Section 3.5)	\$52,250
	TOTAL	\$158,658

Purchase Order for Year 1 **must** include separate Line Items for the services listed in Price Breakdown above.

4.1 Purchase Order

PLEASE NOTE SUBMISSION EMAIL ADDRESS.

This is a Five Year Contract, please submit your purchase order **specifically listing the proposal number EGR-240329-1 Rev 01 as well as directly referencing the terms and conditions of this proposal**. Note that neglecting to directly reference both the proposal number and the proposal T's and C's may result in needing an additional e-mail acknowledgement of these items which could delay processing the purchase order. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-PRI-05	Year 1	1/1/2025	\$ 158,658
2	PAENC-PRI-05	Year 2	1/1/2026	\$ 112,792
3	PAENC-PRI-05	Year 3	1/1/2027	\$ 119,560
4	PAENC-PRI-05	Year 4	1/1/2028	\$ 126,733
5	PAENC-PRI-05	Year 5	1/1/2029	\$ 134,337
TOTAL				\$ 652,080

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

Please fax or email your purchase order to:

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

4.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 4.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

4.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	Amount
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.
Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

4.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 4 Commercial Summary above, and will remain in effect until the end of the agreement as specified in Section 4 Commercial Summary above.

The Terms and Conditions of this proposal are based on Consultant’s Contract Number Clerk’s OPR 2014-0036. Other than the additional terms set forth hereinbelow, no other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, the terms of the proposal shall take precedence.

DISCLAIMER: *To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively “U.S. Government”), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as “for export” must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser’s breach of this provision.*

Customer Representations: *Customer represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Customer further represents and warrants that the Products and/or Services provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.*

4.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

4.6 Travel and Living

All travel and living expenses for services included in this Contract are included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

4.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

4.8 Proposal Validity

This Proposal is subject to acceptance until December 15, 2024. All prices, schedules, and technical descriptions are valid throughout this period.

4.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

4.10 Change Orders

During the term of this Care agreement, work requested by City of Spokane on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by City of Spokane in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- City of Spokane shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix E

4.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

4.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

4.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

4.14 Use of Visual Remote Support

Customer acknowledges and accepts that, from time to time, ABB may utilize Visual Remote Support technology in the execution of work associated with this agreement. Visual remote Support facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Visual remote Support request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

4.15 Market Volatility

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

4.16 Cyber Security

ABB has established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect its automation solution or automation solution components against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to its content. It is the customer's sole responsibility to provide and ensure a secure connection between the Customer's automation solution and the Customer's network or any other network on an ongoing basis. If the customer provides server, virtual host, client and/or networking components for the automation solution components, it is the customer's sole responsibility for establishing and maintaining appropriate measures. The Customer must establish and maintain appropriate measures (such as, but not limited to, installing firewalls, applying authentication measures, data encryption, installing antivirus programs, etc.) to protect the automation solution, including its network and external interfaces against any type of security violations, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Customer waives any and all claims against ABB, its Affiliates, Officers, Directors, Employees or Assigns for damages and/or losses of whatever type related to security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information caused by Customer's failure to maintain the appropriate security measures described above.

Appendix A – Included SID’s and Licenses

City of Spokane – Waste to Energy Facility - SID13828

Software Support Level	ASM Upgrade Level	# of Concurrent Users	5
Licenses Included in System Identification			
License #	Product Description	Machine ID	
SL538362111014041	S+ Operations, Primary, v2.1 Clients Support - Additional - (5 clients) Real Time Data Server Tag Capacity - 2500 realtime tags Harmony/INFI Driver - Yes Harmony Connect - Yes 1 Full Office Client x1 - Packs of 1 Office ThinWebClient - (Total of 2 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 4 Historical Logs x100 - Packs of 100 1 Historical Logs x1000 - Packs of 1000 Central Diagnostic - Yes SNMP Scanner - Yes	B8CB299C1BCC	
SL444372111014041	S+ Operations, Redundant, v2.1 Clients Support - Additional - (5 clients) Real Time Data Server Tag Capacity - 2500 realtime tags Harmony/INFI Driver - Yes Harmony Connect - Yes 1 Full Office Client x1 - Packs of 1 History Server - Yes Report Package (required with History Server) - Yes 4 Historical Logs x100 - Packs of 100 1 Historical Logs x1000 - Packs of 1000 Central Diagnostic - Yes (default) SNMP Scanner - Yes	B8CB299C1D64	
SL457512706084041	S+ Operations, Frontend, v2.1	B8CB299C1CF4	
SL5437211924425	S+ Engineering Server, v2.2	B8CB299C1D3C	
SL126555610015127	IET800, vA.0	B89BE404403D	
SL721105709265021	IET800, vA.0	B89BE404B908	
SL033105709265021	IET800, vA.0	B89BE404BED8	



Appendix B – ABB US Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10:00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Technology	Service Type	Hourly Rate
Control Systems (OCS/DCS)	Field Services	\$399
	Process Application Engineering Services	\$450
Power Generation Specialist	Turbine Control Systems Services	\$441
	Flame Scanner Services	\$441
	Power Plant Tuning	\$441
All	Process Control Tuning Services	\$441
	Regional Technical Advisor, Network & Security Services	\$450
	Process Optimization Services	\$469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform “stand-by” duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the “reserved” Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.



2025 Holiday Schedule

Wednesday, Jan. 1 – New Year’s Day	Tuesday, Nov. 11 – Veteran’s Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Thursday, Nov. 27 – Thanksgiving Day
Friday, April 18 – Good Friday	Friday, Nov. 28 – Thanksgiving Day (Day After)
Monday, May 26 – Memorial Day	Wednesday, Dec. 24 – Christmas Eve
Friday, July 4 – Independence Day	Thursday, Dec. 25 – Christmas Day
Monday, Sept. 1 – Labor Day	

Appendix C – MyABB Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact address	e-mail	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
					Control System Administrator
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer
					Maintenance Engineer



Appendix D – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch Disc(s).

Contact Name	Contact Phone No.	Address	City	State	Zip Code



Appendix E – Change Order Form

ABB Inc. is pleased to provide to you, this change to your purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement in proposal _____ to support the following scope:

Labor Discount: _____ Parts Discount: _____ T&L Admin Charge: _____

Labor	Quantity	List Price	Discount Price	Total
Standard Labor (1X)				
Travel Labor				
Overtime Labor (1.5x)				
Double Time Labor (2x)				
Holiday Labor (3X)				

Total Labor

Estimated Expenses	Quantity	List Price	Adjusted Price	Total
Mileage				
Airfare				
Hotel				
Per Diem				
Car Rental				
Parking/Tolls				

Total Estimated Expenses



Parts	Quantity	List Price	Discount Price	Total

Total Parts

Miscellaneous	Quantity	List Price	Total

Total Miscellaneous

Total Price

Terms & Conditions

All the terms and conditions of Purchase Order _____ dated _____ remain in full force and effect and control this change.

Order Placement

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____



Appendix F – Remote Access Link Consent Form

_____ (“Customer”) agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the _____ facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environment that are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time (“ABB Employees”).

(Site Contacts Name, Email and Phone #) _____

Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

By: _____

Title: _____

Date: _____



RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

Unassisted Remote Access (Default Option)

- The VSE is installed and configured with the “Offline Mode” option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

Assisted Remote Access

- The VSE is installed and configured with the “Offline Mode” option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

- Level 2 Technical Support
- Level 3 Technical Support
- Drive Support Group
- Optimization Group

ABB Approved Users (Type in approved users)



< Business Lookup

License Information:

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

Entity name: ABB INC.

Business name: ABB INC.

Entity type: [Profit Corporation](#)

UBI #: 600-402-821

Business ID: 001

Location ID: 0001

Location: Active

Location address: 305 GREGSON DR
CARY NC 27511-6496

Mailing address: 12040 REGENCY PKWY STE 20
CARY NC 27518-7708

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bellingham General Business	017777			Active		Aug-08-1994
Bremerton General Business - Non-Resident	22232			Active	Oct-31-2025	Aug-22-2000
Longview General Business - Non-Resident	000885			Active	Oct-31-2025	Feb-15-2000
Olympia General Business - Non-Resident	21009			Active	Oct-31-2025	Dec-02-2010
Spokane General Business - Non-Resident	T11025540BUS			Active	Oct-31-2025	Oct-15-2012

Governing People May include governing people not registered with Secretary of State

Governing people	Title
CROPP, BYRON	
CRYDER, JUSTIN	
DEROSA, KARA	
GRAY, MICHAEL	
HEALY, JOHN	
HERRINGTON, MARCUS TREY	
IHAZA, KELVIN	
JOHNSON, MARK	
KHASRAW, HASAN	
KNAUERHASE, KEITH	
LOHMUELLER, GREGORY	



Governing people	Title
PLASTER, MICHAEL	
SCHMIDT, ADAM	
SMITH, BRIDGET	

Registered Trade Names

Registered trade names	Status	First issued
ABB INC	Active	Feb-15-2023

The Business Lookup information is updated nightly. Search date and time: 11/26/2024 12:01:07 PM

Contact us

How are we doing?
Take our survey!

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





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Solutions 53 State Street Boston, MA 02109	NAMED INSURED ABB Inc. 23000 Harvard Road Cleveland, OH 44122 United States EFFECTIVE DATE: 04/01/2024
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Number: 251932

Contract Number: OPR 2019-0813

IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF

- (1) OPERATION PERFORMED FOR SUCH INSURED BY THE NAMED INSURED, OR
- (2) THE OWNERSHIP, MAINTENANCE OR USE OF PREMISES LEASED TO THE NAMED INSURED, OR
- (3) THE USE OF AN AUTOMOBILE PERMITTED BY THE NAMED INSURED.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED UNDER ITEMS (1), (2), AND/OR (3) ABOVE ONLY TO THE EXTENT AND IN SUCH AMOUNTS NECESSARY TO SATISFY ABB Inc.'s OBLIGATION UNDER THE INDEMNITY PROVISIONS OF THE CONTRACT OR LEASE.

Other Additional Insureds: THE CITY, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS, BUT ONLY WITH RESPECT TO THE CONTRACTOR'S SERVICES TO BE PROVIDED UNDER THIS CONTRACT AND ONLY TO THE EXTENT OF CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER SECTION 11

All policies include 30 day notice of cancellation.

Workers' Compensation policies include USL&H coverage.

If there is a question regarding this certificate please contact Fabiola Avila Email: fabiola.avila@mx.abb.com



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Consent

Date Rec'd 12/13/2024

Clerk's File # RES 2025-0002

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	CITY ATTORNEY	Bid #	
------------------------	---------------	--------------	--

Contact Name/Phone	MICHAEL 6237	Requisition #	PAID THRU
---------------------------	--------------	----------------------	-----------

Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
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Agenda Item Type	Resolutions		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	5800 SETTLEMENT RESOLUTION		
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Agenda Wording

Resolution approving settlement with Sarah McLaughlin for \$500,000.

Summary (Background)

Ms. McLaughlin filed a Spokane County Superior Court matter on August 22, 2024 alleging the wrongful death of her fiancé, Robert Bradley. A mediation was held December 2, 2024, as a result of those conversations Ms. McLaughlin has agreed to dismiss all of her claims in exchange for a sum of \$500,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost	\$
------------	----

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 500,000	# 5800-78100-14780-54601
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	GBYRD
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	GBYRD
<u>For the Mayor</u>	GBYRD

Additional Approvals

<u>PURCHASING</u>	GBYRD

Distribution List

	BAugenthaler@kbmlawyers.com
Zach.Ray@us.davies-group.com	lsmithson@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org
shenry@spokanecity.org	ddaniels@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	CP President Betsy Wilkerson, CM Jonathan Bingle and CM Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Settlement Resolution
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Approving settlement with Sarah McLaughlin for \$500,000. Ms. McLaughlin filed a Spokane County Superior Court matter on August 22, 2024 alleging the wrongful death of her fiancé, Robert Bradley. The matter has been previously briefed with Council. A mediation was held December 2, 2024, as a result of those conversations Ms. McLaughlin has agreed to dismiss all of her claims in exchange for a sum of \$500,000.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>N/a</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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

RESOLUTION 2025-0002

A Resolution approving settlement of the claim against the City in the matter of *McLaughlin v. City of Spokane*.

WHEREAS, Sarah McLaughlin, (hereinafter "Plaintiff"), filed a complaint for damages on August 22, 2024, in the United States District Court, Eastern District of Washington, arising out of the alleged wrongful death of her fiancée Robert Bradley on September 4, 2022; and

WHEREAS, Plaintiff alleges injury as a result of the actions of the City of Spokane and its employees; and

WHEREAS, the City has determined to resolve all differences with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of \$ 500,000.00; and

WHEREAS, Plaintiff has agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City in his underlying lawsuit entitled *Sarah McLaughlin v. City of Spokane, Trevor Walker, Christopher Johnson and John and Jane Does 1-40*, Cause No. 2:24-cv-00286, dismissing her lawsuit as to the City of Spokane with prejudice.

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

That the City of Spokane authorizes the payment to Plaintiff in the amount of \$500,000.00; provided, the settlement must provide that in return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled *Sarah McLaughlin v. City of Spokane, Trevor Walker, Christopher Johnson and John and Jane Does 1-40*, Cause No. 2:24-cv-00286, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

ADOPTED by the City Council this _____ day of January, 2025.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 12/16/2024

Committee Agenda type: Discussion

Date Rec'd 12/13/2024

Clerk's File # RES 2025-0003

Cross Ref #

Project #

Council Meeting Date: 01/06/2025

Submitting Dept	CITY COUNCIL	Bid #	
------------------------	--------------	--------------	--

Contact Name/Phone	TIRRELL BLACK 6185	Requisition #	
---------------------------	--------------------	----------------------	--

Contact E-Mail	TBLACK@SPOKANECITY.OR		
-----------------------	-----------------------	--	--

Agenda Item Type	Resolutions		
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Council Sponsor(s)	BWILKERSON KKLITZKE		
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Agenda Item Name	0320 - ESTABLISHING STAGGERED TERMS FOR CLIMATE RESILIENCE BOARD		
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Agenda Wording

A resolution clarifying the lengths of the initial terms on the Climate Resilience and Sustainability Board.

Summary (Background)

SMC 04.41, recently enacted, established the Climate Resilience and Sustainability Board. Under the SMC the Board is to have 15 members. 12 of the positions have been filled by the Mayor with Council consent. During the appointment process it was not made clear which appointees had two-year initial terms and which appointees had three-year initial terms. This resolution clarifies the Council's approval of the Board's preference to have the first five positions deemed three-year terms

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	December 16, 2024
Submitting Department	Planning and Development
Contact Name	Tirrell Black
Contact Email & Phone	tblack@spokanecity.org
Council Sponsor(s)	Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Establishing Staggered Terms for Climate Resilience and Sustainability Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>SMC 04.41, recently enacted, established the Climate Resilience and Sustainability Board. Under the SMC the Board is to have 15 members. 12 of the positions have been filled by the Mayor with Council consent. During the appointment process it was not made clear which appointees had two-year initial terms and which appointees had three-year initial terms. This resolution clarifies the Council's approval of the Board's preference to have the first five positions deemed three-year terms along with the current three vacant positions.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: Unknown</p> <p> Subsequent year(s) cost: Unknown</p> <p>Narrative: ! No fiscal impact</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p style="margin-left: 20px;">None</p> <ul style="list-style-type: none"> • 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? <p style="margin-left: 20px;">Not applicable</p>

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

Not applicable

- 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?

Consistent with SMC 04.41, the enabling legislation for the Board.

Council Subcommittee Review

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

No applicable committee.

RESOLUTION 2025-0003

A resolution clarifying the lengths of the initial terms on the Climate Resilience and Sustainability Board.

WHEREAS, on August 19, 2024 the City Council enacted Ordinance C36557, creating the Spokane Climate Resilience and Sustainability Board (“Board”) and codifying the duties, terms and composition of the Board; and

WHEREAS, as codified in Section 4.41.030 of the Spokane Municipal Code, the term of each Board member is two years, and the terms of eight of the Board members expire in odd-numbered years and the terms of seven of the Board members expire in even-numbered years; and

WHEREAS, Section 4.41.030 provides for shorter or longer initial terms, but during the appointment process for individual members the length of the initial terms were not staggered to ensure an orderly turnover of Board members over time; and

WHEREAS, the Board has conducted its first meeting and adopted bylaws to govern its affairs, and has agreed to varying initial term lengths for its members; and

WHEREAS, the Board and the City Administration has requested the City Council approve the initial term lengths by resolution;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the initial term lengths of members of the Climate Resilience and Sustainability Board as follows:

Member	Date Appointed	Terms Ends
Kathryn Alexander	10/28/2024	10/28/2026
Matthew Hollon	10/28/2024	10/28/2026
Bob Lutz	10/28/2024	10/28/2026
Larry Luton	10/14/2024	10/14/2027
Happy Avery	10/14/2024	10/14/2027
Amanda Parrish	10/14/2024	10/14/2027
Brian Henning	10/14/2024	10/14/2027
Elyse Hochstadt	10/14/2024	10/14/2027
Kerry Brooks	10/21/2024	10/21/2026
Kevin Fagan	10/21/2024	10/21/2026
Lea Molina	10/21/2024	10/21/2026
Hala Zahalqa	10/21/2024	10/21/2026

BE IT FURTHER RESOLVED that the terms of those positions vacant as of the date of this resolution shall be deemed three-year terms, and shall expire on a date in 2027 corresponding to the date of their appointment.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney