

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative 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 March 10, 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 March 10, 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: 249 452 80570; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, March 7, 2024, and ending at 6:00 p.m. on Monday, March 10, 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 March 10, 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, MARCH 10, 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**

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

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

DRAFT AGENDAS 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|------------------------------|
| 1. | Purchase from Ferguson Waterworks (Spokane Valley, WA) of ¾-inch and 1-inch copper pipe for Water Department restock for the 2025 season—\$124,810.01 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Loren Searl | Approve | OPR 2025-0176
RFQ 6311-25 |
| 2. | Five-year Value Blanket with General Kinematics Corp. (Crystal Lake, IL) for the as-needed purchase of vibrating conveyor parts for the Waste to Energy Facility from April 1, 2025, through March 31, 2030—not to exceed \$175,000 (plus tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt | Approve | OPR 2025-0151
RFQ 6301-25 |
| 3. | Five-year Value Blanket with Babcock & Wilcox Company (Akron, OH) for the as-needed purchase of replacement parts for the Diamond Power boiler equipment and sootblower system utilized at the Waste to Energy Facility from April 1, 2025, through March 31, 2030—not to exceed \$250,000 (or \$50,000 annually) (plus tax). (Council Sponsor: Council Member Klitzke)
Chris Averyt | Approve | OPR 2025-0152
RFQ 6288-25 |

- | | | |
|--|-----------------------|---|
| <p>4. Contract Renewal 2 of 3 with Nalco Company, LLC (Spokane) for chemical management services at the Waste to Energy Facility from April 1, 2025, through March 31, 2026—not to exceed \$57,000. (Council Sponsor: Council Member Klitzke)
 Chris Averyt</p> | <p>Approve</p> | <p>OPR 2022-0257
IRFP 5528-21</p> |
| <p>5. Contract Renewal 2 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from April 1, 2025, through March 31, 2026—not to exceed \$180,000 (plus tax). (Council Sponsor: Council Member Klitzke)
 Chris Averyt</p> | <p>Approve</p> | <p>OPR 2023-0311
IPWQ 5809-23</p> |
| <p>6. Five-year Contract with ABB, Inc. (Cleveland, OH), who is the sole source provider of proprietary software, service and parts support for the Digital Controls System at the Waste to Energy Facility from January 1, 2025, through December 31, 2029—\$652,080 (plus tax). (As authorized by Resolution 2025-0001 adopted by City Council on January 6, 2025) (Council Sponsor: Council Member Klitzke)
 Chris Averyt</p> | <p>Approve</p> | <p>OPR 2025-0150</p> |
| <p>7. Low-interest Loan Agreement with the Public Works Board through the Department of Commerce for Francis & Assembly Intersection and Utility Improvements—\$7,300,000 Revenue. (Council Sponsor: Council Member Klitzke)
 Mark Papich</p> | <p>Approve</p> | <p>OPR 2025-0122
ENG 2021079</p> |
| <p>8. Consultant Agreement with Osborn Consulting, Inc. (Spokane) for a stormwater study and map of underground injection control systems and wellhead protection zones from March 14, 2025, through June 30, 2026—not to exceed \$349,848. (Partially funded by a Department of Ecology Water Quality Agreement) (Council Sponsor: Council Member Klitzke)
 Beryl Fredrickson</p> | <p>Approve</p> | <p>OPR 2025-0178
ENG 2025052
RFQ 6244-24</p> |
| <p>9. Consultant Agreement with Transmap Corporation (Columbus, OH) to conduct automated pavement condition surveys for the Streets Department from March 1, 2025, through February 29, 2030—not to exceed a total cost of \$500,000 (plus tax), with annual cost not to exceed \$150,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
 Clint Harris</p> | <p>Approve</p> | <p>OPR 2025-0184
RFP 6291-25</p> |
| <p>10. Contract Amendment with Transmap Corporation (Columbus, OH) for automated pavement condition survey arterial data collection, adding sidewalk data to the scope of work, from October 19, 2020, through February 28, 2025—not to exceed \$77,765 (plus tax).</p> | <p>Approve</p> | <p>OPR 2020-0731</p> |

(Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Clint Harris

- 11. Low Bid of William Winkler Company (Newman Lake, WA) for Scott Elementary Area Pedestrian Improvements—\$1,105,143.25 (plus tax). An administrative reserve of \$110,514.33 (plus tax), which is 10% of the contract price, will be set aside. (Council Sponsor: Council Member Klitzke) Approve OPR 2025-0177
ENG 2023120

Dan Buller

- 12. Low Bid of (to be determined at bid opening) (City, ST) for Perry Street Sewer Main 19th Avenue to 18th Avenue project—\$(_____). An administrative reserve of \$(_____), which is 10% of the contract price, will be set aside. (Rockwood and Lincoln Heights Neighborhoods) (Council Sponsor: Council Member Klitzke) Approve OPR 2025-0144
ENG 2024057

Dan Buller

- 13. Report of the Mayor of pending: Approve & Authorize Payments CPR 2025-0002
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2025: \$_____ CPR 2025-0003

- 14. Meeting Minutes: Approve All
 - a. City Council Meeting Minutes: _____, 2025. CPR 2025-0013
 - b. City Council Standing Committee Meeting Minutes: _____, 2025.



LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0006 Regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Kyle Arrington

ORD C36646 Interim Zoning Ordinance concerning permitting and encouraging construction projects in downtown Spokane; contributing to the revitalization of downtown Spokane; fixing inconsistencies in height limits between zones; adopting a new Chapter 17C.425 SMC, Interim Height Limits; setting a public hearing (for May 5, 2025); and establishing a work program. (Council Sponsors: Council Members Bingle, Zappone, and Klitzke)

Spencer Gardner

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 March 10, 2025 (per Council Rule 2.1.B)

ADJOURNMENT

The March 10, 2025, Regular Legislative Session of the City Council will be held and is adjourned to March 24, 2025.

NOTE: The March 17, 2024, 6:00 p.m. Legislative Session has been canceled. Instead, there will be a Town Hall Session for the following neighborhoods (District 1): Bemiss, Chief Garry Park, Hillyard, Logan, Minnehaha, Nevada Heights, Riverside, Shiloh Hills, and Whitman. It will be held at the Northeast Community Center (4001 N. Cook St.) in the Lower-level Main Room. The Town Hall meeting will be structured around a topic or topics, and council members will listen to community comment and respond to questions or concerns. No official city council action will be taken during Town Hall meetings. Note: The 3:30 p.m. Agenda Review Sessions will be held on Town Hall meeting dates; it is only the 6:00 p.m. Legislative Session that is canceled.

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:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/11/2025
		Clerk's File #	OPR 2025-0176
		Cross Ref #	
		Project #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Bid #	RFQ 6311-25
Contact Name/Phone	LOREN SEARL 509-625-7821	Requisition #	RE #20577
Contact E-Mail	LSEARL@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4100 2025 WATER DEPARTMENT PURCHASE OF COPPER PIPE		

Agenda Wording

Purchase from Ferguson Waterworks (Spokane Valley, WA) of 3/4" and 1" Copper Pipe for Water Department Restock for the 2025 Season. \$124,810.01 (incl. tax)

Summary (Background)

Request for quotes #6311-25 for ¾" and 1" Copper Pipe was opened and accepted bids until January 31st 2025. This is for the supply of copper pipe during 2025 service season. Two bids were received with the lowest responsive bidder being Ferguson Waterworks.

What impacts would the proposal have on historically excluded communities?

• What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 124,810.01
Current Year Cost	\$ 124,810.01
Subsequent Year(s) Cost	\$ Zero
<u>Narrative</u>	
Award of items competed on Bid #6311-25 for ¾" and 1" Copper pipe will be recommended to the low responsive bidder which is Ferguson Waterworks	
<u>Amount</u>	
Revenue	\$ 124,810.01
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
<u>Budget Account</u>	
	# 4100 42440 94340 56595 99999
	#
	#
	#
	#
	#
<u>Funding Source</u> One-Time	
<u>Funding Source Type</u> Program Revenue	
Is this funding source sustainable for future years, months, etc?	
4100 42440 94340 56595 99999	
<u>Expense Occurrence</u>	
Other budget impacts (revenue generating, match requirements, etc.)	
<u>Approvals</u>	
<u>Dept Head</u>	SEARL, LOREN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE
<u>Additional Approvals</u>	
<u>PURCHASING</u>	PRINCE, THEA
<u>Distribution List</u>	
rrpenaluna@spokanecity.org	nrussell@spokanecity.org
tprince@spokanecity.org	tlester@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2-20-25
Submitting Department	Water & Hydroelectric Services
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	4100 2025 Water Department purchase of Copper Pipe
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Request for quotes #6311-25 for ¾" and 1" Copper Pipe was opened and accepted bids until January 31 st 2025. This is for the supply of copper pipe during 2025 service season. Two bids were received with the lowest responsive bidder being Ferguson Waterworks.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$124,810.01</u> Current year cost: \$124,810.01 Subsequent year(s) cost: Zero	
Narrative <u>Award of items competed on Bid #6311-25 for ¾" and 1" Copper pipe will be recommended to the low responsive bidder which is Ferguson Waterworks</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 4100 42440 94340 56595 99999 Program revenue Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible. This project is specifically designed to assist low-income residents get caught up on their City utility bills. 	

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

N/A

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

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

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

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

Council Subcommittee Review

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

RFQ #6311-25

Copper Pipe Waterworks Products 2025

Reference Number	Description	Type	UOM	Quantity	Ferguson Waterworks	Core & Main
ARO					14 Days	30 days
City #P1100-03/4	3/4" - 60' Rolls	Base	Foot	5,040.00	\$30,189.60	\$33,163.20
City #P1100-1	1" - 60' Rolls	Base	Foot	10,500.00	\$84,315.00	\$91,770.00
Sub Total					\$114,504.60	\$124,933.20
Sales Tax 9%					\$10,305.41	\$11,243.99
Total					\$124,810.01	\$136,177.19

Bid Response Summary

Bid Number RFQ 6311-25
Bid Title Coper Pipe Waterworks Products 2025
Due Date Friday, January 31, 2025 3:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Ferguson Waterworks
Submitted By Brandon Cushing - Thursday, January 30, 2025 8:14:34 AM [(UTC-08:00) Pacific Time (US & Canada)]
 brandon.cushing@ferguson.com 15094300757

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	BRANDON CUSHING 509-430-0757 BRANDON.CUSHING@FERGUSON.COM KAIA HAMRICK - ORDER PLACEMENT CONTACT 360-252-2983 KAIA.HAMRICK@FERGUSON.COM
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in March 2025. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I agree and acknowledge
General			

1	Acceptable product makes/models, where specified, must be adhered to. In the absence of specified acceptable products, the listed technical specifications in each product category represent the minimum qualifications for acceptable product. The make/model of products bid may be required at bid submission; if so, the field will be indicated required on the 'Pricing' tab.	Understood and Agreed
3	Quoted lead times will be considered in award determinations for each category and may supersede lowest unit cost. Where lead times are the same or similar, the lowest responsive, responsible bidder shall prevail.	Understood and Agreed
Product - Pipe: Copper		
1	All copper pipe must be Type K Soft and meet ASTM B88 standards.	Understood and Agreed
2	All copper pipe must be delivered in the indicated roll length, individually boxed, single coiled, and on pallets with no more than 30 rolls per pallet for 3/4" and no more than 25 rolls per pallet for 1".	Understood and Agreed
3	Rolls of copper pipe must *NOT* be double stacked on the delivery truck.	Understood and Agreed
4	All rolls of copper pipe must be uniformly round throughout.	Understood and Agreed
5	All copper pipe must be newly manufactured and shipped directly from the factory.	Understood and Agreed

6	As this product is inventoried and consumed by the City in whole feet, additional fractions of feet on physical rolls delivered will be received by the City at no additional charge.	Understood and Agreed
7	Acceptable Manufacturers: Mueller Streamline; Cambridge-Lee only.	I agree and acknowledge
8	State the Manufacturer of the Cooper Pipe being bid	MUELLER STREAMLINE
9	Supplier acknowledges delivery of all products in this category must be delivered by July 31, 2025 and promises to deliver in full within the following number of business days ARO:	14
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	Understood and Agreed
2	All product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Dr. Spokane, WA 99207.	Understood and Agreed
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	Understood and Agreed

4	Individual items are to be packaged in separate boxes clearly marked as to the type and quantity of enclosed item. Boxed items are to be delivered on pallets.	Understood and Agreed
5	Whenever possible, product shall be delivered on Tuesdays, Wednesdays, or Thursdays. When delivery dates are specified, the supplier shall make every possible effort to deliver on the requested date or at least on the preferred delivery days in the same week. If product with a specific delivery date will be delayed more than one (1) week, supplier shall be responsible for communicating an updated delivery date to the Purchaser.	Understood and Agreed
6	The Purchaser's Warehouse is open for deliveries between the hours of 8:00am and 3:00pm on all regular business days (closed weekends).	Understood and Agreed
7	All orders must be completed and delivered in full July, 2025	Yes
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Payment Terms		

1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	Understood and Agreed
2	Supplier agrees to accept Visa credit card payment at no additional fee.	Yes
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Understood and Agreed
Business Registration Requirement		

1	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	Understood and Agreed
2	Supplier's Business Registration No.	FERGUEL813O5
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 recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

1

I acknowledge and agree

	<p>The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. . The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	<p>I acknowledge and agree</p>
<p>Polychlorinated Biphenyls (PCBs)</p>		
<p>1</p>	<p>In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	<p>Understood and Agreed</p>

2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
3	If so, were PCBs found at a measurable level?	No
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	Understood and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Product - Pipe: Copper									
	City #P1100-03/4	3/4" - 60' Rolls	Base	Foot	5,040.00	\$5.99	\$30,189.60		MUELLER STREAMLINE
	City #P1100-1	1" - 60' Rolls	Base	Foot	10,500.00	\$8.03	\$84,315.00		MUELLER STREAMLINE

Total Base Bid \$114,504.60



< **Business Lookup**

License Information:

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

Entity name: FERGUSON ENTERPRISES, LLC

Business name: AIREFCO

Entity type: [Limited Liability Company](#)

UBI #: 601-650-231

Business ID: 001

Location ID: 0062

Location: Active

Location address: 2600 E FERRY AVE
SPOKANE WA 99202-3810

Mailing address: 751 LAKEFRONT CMNS
NEWPORT NEWS VA 23606-3322



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				Active	Nov-30-2025	Nov-01-2024

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

Governing people	Title
BRUNDAGE, WILLIAM S. S.	
CHAMP- GUNTER, BRANDI	
CROWDER, BRENDA L.	
DUBOIS, REBECCA S.	
FOOTE, POLLY	
GALLO, ERIC A.	
GRAHAM, IAN T.	



Governing people

Title

MCELHANNON, SHAUN

MURPHY, KEVIN M. M

PILLARS, SALLY

RICE, WESLEY E.

YUTESLER, JULIE A.

Registered Trade Names

Filter

Registered trade names

Status

First issued

AIR COLD

Active

May-10-2005

AIR COLD SUPPLY

Active

Jul-20-2005

AIREFCO

Active

Feb-07-2023

COLUMBIA PIPE

Active

May-09-2024

COLUMBIA PIPE & SUPPLY

Active

May-09-2024



Registered trade names	Status	First issued
FERGUSON ENTERPRISES, INC DBA WPCC FORWARDING	Active	Oct-07-2013
FERGUSON ENTERPRISES, INC.	Active	Mar-02-2012
FERGUSON ENTERPRISES, LLC	Active	Jul-31-2019
FERGUSON INDUSTRIAL	Active	Mar-02-2022
FERGUSON INDUSTRIAL PLASTICS	Active	Oct-08-2003
FERGUSON INDUSTRIAL PLASTICS AND PUMP DIVISION	Active	Apr-25-2007
FERGUSON INDUSTRIAL PLASTICS DIVISION	Active	Jan-14-2004
FERGUSON WATERWORKS	Active	Sep-26-2019
FERGUSON XPRESSNET	Active	Jun-29-2005
POLLARDWATER	Active	Dec-23-2015

[View Additional Locations](#)



The Business Lookup information is updated nightly. Search date and time:
1/15/2025 10:01:34 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/11/2025
		Clerk's File #	OPR 2025-0151
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	RFQ 6301-25
Contact Name/Phone	CHRIS AVERYT 625-6540	Requisition #	RN 288
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4490 VALUE BLANKET FOR PURCHASE OF VIBRATING CONVEYOR PARTS		

Agenda Wording

Five year value blanket award to General Kinematics Corp. (Crystal lake, IL) for the as-needed purchase of vibrating conveyor parts for the Waste to Energy Facility from 4/1/2025-3/31/2030 and a total cost not to exceed \$175,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility utilizes a General Kinematics Vibrating Conveyor system for processing ash. It is necessary to have replacement parts on hand to respond quickly to repairs and required maintenance of the system. On January 13, 2025, bidding closed on RFQ 6301-25 for the as-needed purchase of parts for the General Kinematics Vibrating Conveyor system. General Kinematics was the only respondent.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 175,000.00
Current Year Cost	\$ 35,000.00
Subsequent Year(s) Cost	\$ 35,000.00
<u>Narrative</u>	
This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 175,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4490-44100-37148-53210-34002	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org

Bid Response Summary

Bid Number RFQ 6301-25
Bid Title New Spare Replacement Parts For General Kinematics® Vibrating Conveyor Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility; As Needed Over Five-Year Period.
Due Date Monday, January 13, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company General Kinematics Corporation
Submitted By Geoff Jenkins - Friday, January 3, 2025 9:30:38 AM [(UTC-08:00) Pacific Time (US & Canada)]
 CompSalesGroup@generalkinematics.com 815-455-3222
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Request for Quote (RFQ) to solicit Quotes from vendors who have a proven ability to provide spec'd new spare replacement parts for General Kinematics® vibrating conveyor employed in the COS WTEF, as needed over a five-year period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF QUOTES			

<p>#1</p>	<p>Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.</p>	<p>I acknowledge and I understand</p>
<p>#2</p>	<p>The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.</p>	<p>I acknowledge and I understand</p>
<p>#3</p>	<p>All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.</p>	<p>I acknowledge and I understand</p>
<p>INTERPRETATION</p>		
<p>#1</p>	<p>If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.</p>	<p>I acknowledge and I understand</p>
<p>WITHDRAWAL OF QUOTES</p>		
<p></p>		

<p>#1</p>	<p>Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.</p>	<p>I acknowledge and I understand</p>
<p>EVALUATION OF QUOTES</p>		
<p>#1</p>	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.</p>	<p>I acknowledge and I understand</p>
<p>QUOTING ERRORS</p>		
Empty section for Quoting Errors		

<p>#1</p>	<p>Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I acknowledge and I understand</p>
<p>REJECTION OF QUOTES</p>		
<p>#1</p>	<p>The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	<p>I acknowledge and I understand</p>
<p>AWARD OF VALUE BLANKET ORDERS(s)</p>		
Empty section for Award of Value Blanket Orders		

<p>#1</p>	<p>Award of Value Blanket Order(s) will be to the Bidder(s) whose Quote(s) is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	<p>I acknowledge and I understand</p>
<p>#2</p>	<p>Estimated annual expenditure is not expected to exceed \$59,000.</p>	<p>I acknowledge and I understand</p>
<p>#3.1</p>	<p>Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to quote on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose quote is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use.</p>	<p>I acknowledge and I understand</p>
<p>PAYMENT TERMS</p>		
Empty section for Payment Terms		

<p>#1</p>	<p>Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	<p>I acknowledge and I understand</p>
<p>INVOICING</p>		
<p>#1</p>	<p>Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanker Order and Orde Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanker Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.</p>	<p>I acknowledge and I understand</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 and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.</p>	<p>I acknowledge and I understand</p>
<p>#1.1</p>	<p>EXCEPTIONS: If you took exception 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>Certifies</p>
<p>PCB CERTIFICATION</p>		
Empty space for PCB Certification		

#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION		

#1	<p>Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.</p>	<p>compsalesgroup@generalkinematics.com 815-444-3559 Geoff Jenkins, gjenkins2@generalkinematics.com</p>
ORGANIZATION		
#1	<p>Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here</p>	<p>Corporation, Illinois</p>
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p>	<p>I acknowledge and I understand</p>
#2	<p>City of Spokane Business Registration Number</p>	<p>603225971</p>
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

#1

Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

I acknowledge and I understand

BIDDER
PREQUALIFICATION

#1	<p>Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.</p>	<p>I acknowledge and I understand</p>
<p>ADDITIONAL ITEMS</p>		
#1	<p>The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.</p>	<p>Yes</p>
<p>INTERLOCAL PURCHASE AGREEMENTS</p>		
#1	<p>The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.</p>	<p>Yes</p>
<p>MINORITY BUSINESS ENTERPRISE</p>		
<p></p>		

#1	<p>Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.</p>	Is Not
SMALL BUSINESS		
#1	<p>Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).</p>	Is
NON-COLLUSION		
#1	<p>The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ</p>	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD		
#1	<p>Bidders must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the Bid Due Date.</p>	I acknowledge and I understand

TERM OF VALUE OF BLANKET ORDER		
#1	Upon City Council approval, the Value Blanket Order resulting from this RFQ will be for a five year period, beginning April 1, 2025, and terminates on March 31, 2030. The Vendor's prices shall be firm throughout the first year, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand

#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the products differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand
#2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand
#4	Successful bidder shall furnish standard warranty. State Warranty here:	If items are found to be defective upon receipt, documentation of issue will be required for replacement
#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand

#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacements into existing operating vibrating conveyor system currently employed at COS WTEF.	I acknowledge and I understand
#2.1	Awarded Vendor(s) would be responsible for providing new, spec'd General Kinematics® replacement parts for vibrating conveyor as listed on the "Pricing Page RFQ 6301-25" located in Documents Tab, or approved or-equals.	I acknowledge and I understand
#2.2	If quoting or-equals, bidder shall provide technical specifications for items being quoted. Upload Here:	

<p>#3</p>	<p>Do to the fact that material type of the springs is not known it is asked vendor recommend the “best suited” material type needed; material type must be stated in quote. Springs are utilized on a General Kinematics Vibrating Conveyor that is in operations 24 hours a day, 7 days a week, in an enclosed facility. Although the current spring material is not known, the facility incurs frequent spring breakage in colder weather. The goal of the informal quote is to obtain a material type of spring that is not subject to routine breakage in colder weather</p>	<p>I acknowledge and I understand</p>
<p>#3.1</p>	<p>Provide Isolation Spring for Grizzly Scalper, 15” L x 8” D x 1.250” Galvanized. General Kinematics® part number 10-01-091-W, or approved or equal.</p>	<p>I acknowledge and I understand</p>
<p>#3.1.1</p>	<p>The final coils of the spring ends “must be” able to accept 1” Diameter bolt to enable the spring to be secured in placed with a 1” bolt and heavy washer at each end.</p>	<p>I acknowledge and I understand</p>
<p>#3.1.2</p>	<p>From the “Documents Tab”, Bidder should reference Attachment 1- Photo 15x8x 1.250.</p>	<p>I acknowledge and I understand</p>
<p>#3.1.3</p>	<p>Bidder shall state material type being bid for spring: Enter Material Type Here</p>	<p>OEM Replacement Parts</p>
<p>#3.2</p>	<p>Provide Reactor Spring for Vibrating Ash Pans, 24” L x 8” D x 1.250” Galvanized. General Kinematics® part number 10-01-1271-W, or approved or equal.</p>	<p>I acknowledge and I understand</p>
<p></p>	<p></p>	<p></p>

#3.2.1	The final coils of the spring ends "must be" able to accept 1" Diameter bolt to enable the spring to be secured in placed with a 1" bolt and heavy washer at each end.	I acknowledge and I understand
#3.2.2	From the "Documents Tab", Reference Attachment 2- Photo 24x8x1.250.	I acknowledge and I understand
#3.2.3	Bidder shall state material type being bid for spring: Enter Material Type Here:	OEM Replacement Parts
#3.3	Provide Isolation Spring for Vibrating Ash Pans, 15" L x 5-7/8" D x 0.943" Galvanized. General Kinematics® part number 10-01-101-W, or approved or-equal.	I acknowledge and I understand
#3.3.1	The final coils of the spring ends "must be" able to accept 1" Diameter bolt to enable the spring to be secured in placed with a 1" bolt and heavy washer at each end.	I acknowledge and I understand
#3.3.2	From the "Documents Tab", Reference Attachment 3- Photo 15x5.875x0.943.	I acknowledge and I understand
#3.3.3	Bidder shall state material type being bid for spring: Enter Material Type Here:	OEM Replacement Parts
#3.4	Provide Drive Spring for Vibrating Ash Pans, 10-3/8" L x 8" D x 1.580" Galvanized. General Kinematics® part number 10-01-2081-W, or approved or-equal.	I acknowledge and I understand
#3.4.1	The final coils of the spring ends "must be" able to accept 1" Diameter bolt to enable the spring to be secured in placed with a 1" bolt and heavy washer at each end.	I acknowledge and I understand

#3.4.2	From the "Documents Tab", Reference Attachment 4- Photo 10.375x8x1.580.	I acknowledge and I understand
#3.4.3	Bidder shall state material type being bid for spring: Enter Material Type Here:	OEM Replacement Parts
#4	Provide Washer: Grade 5 Dimensions: 3"OD x 1-1/16"ID x 1/2" MS Plated. MS Plated unknown; Yellow Zinc plated acceptable. General Kinematics® part number 10-309-04-07, or approved or-equal.	I acknowledge and I understand
#4.1	Bidder shall state plating type quoted: Enter Type Here:	OEM Replacement Parts
#4.2	From the "Documents Tab", Bidder should reference Attachment 5- Photo Washer 10-309-04-07.	I acknowledge and I understand
#5	Provide Bushing: Dimensions: 2- 3/8"OD x 3-1/4"LG. Bushing appears to a bonded Natural Rubber, the durometer is estimated to be 60-70 durometer. General Kinematics® part number 10-01- 464-03, or approved or-equal.	I acknowledge and I understand
#5.1	Bidder shall state durometer quoted: Enter Type Here:	OEM Replacement Parts
#5.2	From the "Documents Tab", Bidder should reference Attachment 6- Photo Bushing 10-01-464-03.	I acknowledge and I understand
#6	Provide Bushing: Dimensions: 3"OD x 4"LG. Bushing appears to a bonded Natural Rubber, the durometer is estimated to be 60-70 durometer. General Kinematics® part number 10-01-46-01, or approved or-equal.	I acknowledge and I understand

#6.1	Provide Bushing: Dimensions: 3"OD x 4"LG. Bushing appears to a bonded Natural Rubber, the durometer is estimated to be 60-70 durometer.	OEM Replacement Parts
#6.2	From the "Documents Tab", Bidder should reference Attachment 7- Photo Bushing 10-01-46-01.	I acknowledge and I understand
#7	Provide Rocker Leg Assembly. 14" Center Aluminum. General Kinematics® part number 10-01-091-W, or approved or-equal.	I acknowledge and I understand
#8	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City of Spokan Cover Letter.docx
#9	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
#10	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
#11	If you took exception to above, explain in detail.	No SDS information required
DELIVERY - F.O.B. Delivery Point		
#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand

#2	<p>FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor during the life of the contract.</p>	<p>I acknowledge and I understand</p>
#3	<p>Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.</p>	<p>I acknowledge and I understand</p>
#4	<p>If you took exception to any of the above, explain in detail.</p>	
<p>PRICING</p>		
#1	<p>Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax</p>	<p>I acknowledge and I understand</p>
Empty section for additional pricing details		

<p>#2</p>	<p>Annual Quantities shown on "Pricing Page RFQ 6301-25" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.</p>	<p>I acknowledge and I understand</p>
<p>#2.1</p>	<p>Order History from 2020 through 2024 For Reference Only:</p>	<p>No</p>
<p>#2.1.1</p>	<p>During 2020, five (5) orders were placed for an overall combined-total of the following items: 10-01-091-W, total quantity 15; 10-01-1271-W, total quantity 4; 10-01-101-W, total quantity 6; 10-309-04-07, total quantity 100; 10-01-464-03, total quantity 46; 10-01-42-A, total quantity 3; C6724-1-29-14, total quantity 4; C6724-1-29-16 total quantity 8.</p>	<p>I acknowledge and I understand</p>
Empty row		

<p>#2.1.2</p>	<p>During 2021, five (5) orders were placed for an overall combined-total of the following items:10-01-091-W, total quantity 7; 10-01-1271-W, total quantity 14; 10-01-101-W, total quantity 6; 10-01-2081-W, total quantity 1; 10-309-04-07, total quantity 100; 10-01-464-03, total quantity 48; 10-01-46-01, total quantity 4; 10-0128-100, total quantity 8; 10-01-63-10, total quantity 4; 10-05-15-A-KIT, total quantity 3.</p>	<p>I acknowledge and I understand</p>
<p>#2.1.3</p>	<p>During 2022, eight (8) orders were placed for an overall combined-total of the following items: 10-01-091-W, total quantity 28; 10-01-1271-W, total quantity 18; 10-01-101-W, total quantity 9; 10-01-2081-W, total quantity 5; 10-309-04-07, total quantity 200; 10-01-464-03, total quantity 100; 10-01-46-01, total quantity 10; 10-01-42-A, total quantity 7.</p>	<p>I acknowledge and I understand</p>
<p>#2.1.4</p>	<p>During 2023, four (4) orders were placed for an overall combined-total of the following items: 10-01-091-W, total quantity 24; 10-01-1271-W, total quantity 13; 10-01-101-W, total quantity 1; 10-309-04-07, total quantity 100; 10-01-464-03, total quantity 40.</p>	<p>I acknowledge and I understand</p>
Empty row		

#2.1.5	<p>During 2024, eight (8) orders were placed for an overall combined-total of the following items: 10-01-091-W, total quantity 34; 10-01-1271-W, total quantity 25; 10-01-101-W, total quantity 8; 10-309-04-07, total quantity 175; 10-01-464-03, total quantity 48; 10-01-46-01, total quantity 6; 10-01-42-A, total quantity 12; 11-05-11-A-KIT, total quantity 2.</p>	<p>I acknowledge and I understand</p>
#3	<p>Vendor's prices shall be firm throughout the first year, April 1, 2025 - March 31, 2026.</p>	<p>I acknowledge and I understand</p>
#4	<p>Bidder must complete and upload "Pricing Page RFQ 6301-25" located in Documents Tab". Upload Here:</p>	<p>RFQ 6301-25 Pricing Pages (two pages).pdf</p>
#4.1	<p>Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the "Pricing Page RFQ 6301-25" located in Documents Tab, Vendor shall provide its pricing inclusive of percentage markup above vendor's cost that would be applicable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.</p>	<p>I acknowledge and I understand</p>
#4.1.1	<p>Vendor would be contracted to obtain current pricing.</p>	<p>I acknowledge and I understand</p>
#5	<p>Pricing Adjustments can be requested on the "anniversary of award" with justification support.</p>	<p>I acknowledge and I understand</p>

#5.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
#5.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
#5.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
#6	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#7	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

	<p>#8</p> <p>During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.</p>	<p>I acknowledge and I understand</p>
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
	<p>#1</p> <p>If you have additional information/documents to submit, upload them here.</p>	
	<p>#2</p> <p>If you have additional information/documents to submit, upload them here.</p>	
	<p>#3</p> <p>If you have additional information/documents to submit, upload them here.</p>	
	<p>#4</p> <p>If you have additional information/documents to submit, upload them here.</p>	
	<p>#5</p> <p>If you have additional information/documents to submit, upload them here.</p>	

#6	If you have additional information/documents to submit, upload them here.
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THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

PRICING PAGE RFQ 6301-25, New Spare Replacement Parts For General Kinematics® Vibrating Conveyor Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility; As Needed Over Five-Year Period

Annual Quantities shown on "Pricing Page RFQ 6301-25" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

Vendor's prices shall be firm throughout the first year, April 1, 2025 - March 31, 2026. **Unit Pricing Should Not Include Tax or Freight**

Pricing Adjustments can be requested on the "anniversary of award" with justification support.

It is the intent of these specifications to describe specification that must be met.

Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved.

Part Number	Description	Annual Estimated Qty (More Or Less)	Unit Price Per Each	Extended Price	Standard Lead Time After Receipt of Order For Delivery	Item Quoted	Prior Order History for Reference Only				
							2020 Totals	2021 Totals	2022 Totals	2023 Totals	2024 Totals
10-01-091-W	Isolation Spring for Grizzly Scalper 15" L x 8" D x 1.250" Galvanized	22	\$ 435.60	\$ 9583.20	7		15	7	28	24	34
10-01-101-W	Isolation Spring for Vibrating Ash Pans 15" L x 5-7/8" D x 0.943" Galvanized	6	\$ 219.00	\$ 1314.00	7		6	6	9	1	8
10-01-1271-W	Reactor Spring for Vibrating Ash Pans 24" L x 8" D x 1.250" Galvanized	15	\$ 982.10	\$ 28318.15	7		4	14	18	13	25
10-01-2081-W	Drive Spring for Vibrating Ash Pans 10-3/8" L x 8" D x 1.580" Galvanized	1	\$ 774	\$ 774	7		0	1	5	0	0
10-01-42-A	Rocker Leg Assembly 14" Cent. Aluminum	4	\$ 263.81	\$ 1055.24	7		3	0	7	0	12

10-01-46-01	Bushing: Dimensions: 3"OD x 4"LG. Bonded Natural Rubber, 60-70 durometer	4	\$ 121.00	\$ 484.00	7		0	4	10	0	6
10-01-464-03	Bushing: Dimensions: 2-3/8"OD x 3-1/4"LG. Bonded Natural Rubber, 60-70 durometer	56	\$ 55.00	\$ 3080.00	7		46	48	100	40	48
10-309-04-07	Washer Grade 5 Dimensions: 3"OD x 1-1/16"ID x 1/2", MS plated. Yellow Zinc or Zinc Dichromate acceptable	135	\$ 9.97	\$ 1345.95	7		100	100	200	100	175
Estimated Freight Ground Freight Cost To Be Incurred For Above Listed Items and Quantities To Be Delivered To Spokane Solid Waste Disposal, 2900 S. Geiger, Spokane WA 99224-5400				\$ 2000.00							
Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the "Pricing Page RFQ 6301-25" Vendor shall provide its pricing inclusive of percentage markup above vendor's cost that would be applicable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.			Please Select Selected Response								
			I acknowledge and I understand	I do not acknowledge and I do not understand							

Additional Remarks pertaining to Items Quote:

To the City of Spokane,

General Kinematics will bid only on items concerned with General Kinematics equipment.

We supply proprietary OEM materials specific to our equipment.

On request we will consider supplying competitor's items.

Component sales representative

Geoffrey Jenkins

E-Mail Gjenkins2@Generalkinematics.com

Desk Phone (815)444-3559

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/11/2025
		Clerk's File #	OPR 2025-0152
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	RFQ 6288-25
Contact Name/Phone	CHRIS AVERYT 625-6540	Requisition #	RN 287
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		

Council Sponsor(s) KKLITZKE**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** 4490 VALUE BLANKET FOR THE PURCHASE OF BOILER REPLACEMENT PARTS

Agenda Wording

Five year value blanket award to Babcock & Wilcox Company (Akron, OH) for the as-needed purchase of replacement parts for the Diamond Power Boiler Equipment and Sootblower System utilized at the Waste to Energy Facility from 4/1/2025-3/31/2030 and a total cost not to exceed \$250,000.00 plus tax. (\$50K annually)

Summary (Background)

The Waste to Energy Facility utilizes the Diamond Power Boiler Boiler Equipment and Sootblower system as part of the process of incinerating municipal solid waste. It is necessary to have replacement parts available in the event of a failure or for required maintenance to ensure the facility stays operational. On January 10, 2025, bidding closed on RFQ 6288-25 for the as-needed purchase of the required parts for this system. Babcock & Wilcox was the only respondent.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 250,000.00
Current Year Cost	\$ 50,000.00
Subsequent Year(s) Cost	\$ 50,000.00
<u>Narrative</u>	
This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 250,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4490-44100-37148-53210-34002	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org

Bid Response Summary

Bid Number RFQ 6288-25
Bid Title New Spare Replacement Parts For Current Operating Diamond Power® Boiler Equipment And Sootblower System Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility; As Needed – Annual Requirements
Due Date Friday, January 10, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Babcock & Wilcox
Submitted By dmfreeman@babcock.com dmfreeman@babcock.com - Friday, January 10, 2025 6:34:36 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. COS WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Request for Quote (RFQ) to solicit Quotes from vendors who have a proven ability to provide spec'd new spare replacement parts for employed Diamond Power® Boiler Equipment And Sootblower System at the COS WTEF, as needed over a five-year period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF QUOTES			

#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late quotes shall not be accepted.	I acknowledge and I understand
#2	The City of Spokane is not responsible for quotes electronically submitted late. It is the responsibility of the Bidder to be sure the quote is electronically submitted sufficiently ahead of time to be received no later than the bid due date and time.	I acknowledge and I understand
#3	All communication between the Bidder and the City upon receipt of this quote shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I acknowledge and I understand
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	I acknowledge and I understand
WITHDRAWAL OF QUOTES		
#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES		

<p>#1</p>	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.</p>	<p>I acknowledge and I understand</p>
<p>QUOTING ERRORS</p>		
<p>#1</p>	<p>Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I acknowledge and I understand</p>
<p>REJECTION OF QUOTES</p>		

#1	The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS(s)		
#1	Award of Value Blanket Order(s) will be to the Bidder(s) whose Quote(s) is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
#2	Estimated annual expenditure is not expected to exceed \$50,000.	I acknowledge and I understand
#3.1	Multiple blanket orders may be awarded based on Vendors' ability to provide spec'd items, and to allow the City the flexibility to allocate requirements among awarded Vendors based upon lead times to best meet City's needs. Bidders are encouraged to quote on as many of the spec'd items that is able to supply. Award of contract(s), when and if made, will be to the bidder(s) whose quote is the most favorable to the City. Blanket Order(s) are optional (non-exclusive) use.	I acknowledge and I understand
PAYMENT TERMS		

<p>#1</p>	<p>Vendor acknowledges that payment shall be made via direct deposit/ACH (except as provided by state law) Net 30 after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	<p>I acknowledge and I understand</p>
<p>INVOICING</p>		
<p>#1</p>	<p>Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of deliver of any orders that were placed and received. • All Invoices shall reference the invoice number and total quantities of items and types. Invoices shall reference Value Blanker Order and Orde Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the items delivered in accordance with resulting Value Blanker Order. Invoices shall be emailed to mdorgan@spokanecity.org the Spokane Solid Waste Disposal, Office Manager.</p>	<p>I acknowledge and I understand</p>
<p>TERMS AND CONDITIONS</p>		
Empty section for terms and conditions		

#1	<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 and I do not acknowledge", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.</p>	<p>I acknowledge and I understand</p>
#1.1	<p>EXCEPTIONS: If you took exception above, upload here.</p>	
#2	<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>Certifies</p>
<p>PCB CERTIFICATION</p>		
#1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	<p>Yes</p>

#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measurable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
BIDDER INFORMATION		
#1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	DonneNichol M Freeman dmfreeman@babcock.com 740-687-4078
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	DonneNichol M Freeman dmfreeman@babcock.com 740-687-4078
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I acknowledge and I understand
#2	City of Spokane Business Registration Number	600592811
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

	<p>Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.</p>	<p>I acknowledge and I understand</p>
<p>BIDDER PREQUALIFICATION</p>		
<p>#1</p>	<p>Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.</p>	<p>I acknowledge and I understand</p>
<p>ADDITIONAL ITEMS</p>		
<p> </p>		

#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.	Yes
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		

#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	Certifies No Agreement Was Entered
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of seventy-five (75) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER		
#1	Upon City Council approval, the Value Blanket Order resulting from this RFQ will be for a five year period, beginning April 1, 2025, and terminates on March 31, 2030. The Vendor's prices shall be firm throughout the first year, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
GENERAL INSTRUCTIONS		

#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge and I understand
#2	Time is of the essence in the performance of this contract.	I acknowledge and I understand
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge and I understand
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge and I understand
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote(s) deemed to be in the best interest of the City.	I acknowledge and I understand
#6	The City may choose from more than one vendor. The City of Spokane reserves the option of awarding by type or grouping, or by any manner most advantageous for the City.	I acknowledge and I understand
#7	Bidder should be aware that Quote may be rejected if all questions are not completely and correctly answered.	I acknowledge and I understand
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the products differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge and I understand

#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and I understand

#4

Successful bidder shall furnish standard warranty. State Warranty here:

Standard terms of warranty: B&W warrants that the Equipment will be free from defects in workmanship and materials for a period of one (1) year from the date of first use or eighteen (18) months after shipment of the Equipment, whichever occurs first. B&W shall, at its option, modify, adjust, repair or replace, to the delivery point specified in the Contract, any part or parts of the Equipment which are proven to not conform to this warranty. B&W is not liable for any transportation charges on parts returned for modification, adjustment, repair or replacement or any costs associated with the removal or reinstallation of such part or parts, nor shall B&W supply any labor for removal or reinstallation unless installation was included in B&W's original scope of Work. The warranty does not cover the effects of normal wear, tear, deterioration or abuse of the Equipment; or the effects of abrasion, erosion, or corrosion; or the effects of improper storage or erection (if not within B&W's scope of Work); or operation or maintenance not in accordance with B&W's operating instructions and other conditions of service specified in accordance with generally accepted utility practice. B&W is not responsible for equipment or parts furnished by others or repair or work done by others unless the same is specifically ordered by B&W.

#5	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge and I understand
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	I acknowledge and I understand
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I acknowledge and I understand
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regards to form, fit and function, to enable WTEF Maintenance personnel to merely change changeout items as needed by performing a drop in replacements into existing operating systems currently employed at COS WTEF.	I acknowledge and I understand
#2.1	Awarded Vendor(s) would be responsible for providing new, spec'd Diamond Power® replacement parts for Boiler Equipment and Sootblower System as listed on the "Pricing Page RFQ 6288-25" located in Documents Tab, or approved or-equals.	I acknowledge and I understand
#2.2	If bidding or-equals, bidder shall provide technical specifications for items being quoted. Upload Here:	

#3	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	BW RFQ 6288-25 Cover Letter.pdf
#4	Any delivered item that does not meet specifications will not be accepted.	I acknowledge and I understand
#5	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
#6	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		
#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and I understand
#2	FREIGHT TRANSPORTATION CHARGES: Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor during the life of the contract, to include any renewals.	I acknowledge and I understand
#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and I understand
#4	If you took exception to any of the above, explain in detail.	
PRICING		

<p>#1</p>	<p>Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax</p>	<p>I acknowledge and I understand</p>
<p>#2</p>	<p>Annual Quantities shown on "Pricing Page RFQ 6288-25" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.</p>	<p>I acknowledge and I understand</p>
<p>#3</p>	<p>Vendor's prices shall be firm throughout the first year, April 1, 2025 - March 31, 2026.</p>	<p>I acknowledge and I understand</p>
<p>#4</p>	<p>Bidder must complete and upload "Pricing Page RFQ 6288-25" located in Documents Tab". Upload Here:</p>	<p>Bid RFQ 6288-25.pdf</p>
Empty row		

#5	Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the "Pricing Page RFQ 6288-25" located in Documents Tab, Vendor shall provide its pricing inclusive of percentage markup above vendor's cost that would be applicable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.	I acknowledge and I understand
#5.1	Vendor would be contracted to obtain current pricing.	I acknowledge and I understand
#6	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
#6.1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and I understand
#6.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and I understand
#6.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand

#7	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#8	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand
#9	During the term of the Value Blanket Order and any options, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and I understand
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	If you have additional information/documents to submit, upload them here.	
#2	If you have additional information/documents to submit, upload them here.	
#3	If you have additional information/documents to submit, upload them here.	
#4	If you have additional information/documents to submit, upload them here.	

#5	If you have additional information/documents to submit, upload them here.
#6	If you have additional information/documents to submit, upload them here.

PRICING PAGES

THESE SIX (6) PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE’S ELECTRONIC BIDDING SYSTEM

RFQ 6288-25; New Spare Replacement Parts For Current Operating Diamond Power® Boiler Equipment And Sootblower System Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility; As Needed – Annual Requirements

Unit Pricing To Be Valid From 4/1/2025 through 3/31/2026.

Pricing Adjustments can be requested on the "anniversary of award" with justification support.

Annual Quantities shown on “Pricing Page RFQ 6288-24” are estimates only and are not to be construed as firm or guaranteed.

Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.

It is the intent of these specifications to describe Specification that must be met. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved.

Should it be realized, at a later point in time, that additional related replacement parts are needed that are not currently listed on the “Pricing Page ITB 6288-24” located in Documents Tab, Vendor shall provide its pricing inclusive of percentage markup above vendor’s cost that would be applicable at the future point in time(s) when it is realized additional related replacement parts are needed that are not currently listed on the pricing page.

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
109273010A	Coverplate, DP-3000	1	\$ 216.26	YES		1-3 DAYS
9052260020	DP-3000 Glass, Green, Uncoated	1	\$ 274.21	YES		1-3 DAYS
9052260021	DP-3000 Glass, Red, Uncoated	1	\$ 333.98	YES		1-3 DAYS
8442280047	DP-3000 Lampholder (Ejector Type)	1	\$ 20.62	YES		1-3 DAYS
9068010134	DP-3000 Primary Glass Lens, Uncoated	1	\$ 198.39	YES		2-4 WEEKS

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
8660040059	DP-3000 Screw, FLG HEX HD, 1/2-13, 1.25U	1	\$ 3.11	YES		1-3 DAYS
9068010133	DP-3000 Secondary Lens, Aspheric Glass	1	\$ 770.81	YES		1-3 DAYS
109278000A	Electrode, Flanged Plug	1	\$ 786.79	YES		1-3 DAYS
3020460139	G9B Arm Trigger (standard)	1	\$ 219.55	YES		1-3 DAYS
3012131011	G9B Ball Retainer Assy	1	\$ 18.09	YES		1-3 DAYS
3020280115	G9B Disc, Pressure Control Valve	1	\$ 67.35	YES		1-3 DAYS
3020690115	G9B Dust Shield Retainer Ring	1	\$ 9.96	YES		1-3 DAYS
52114301ED	G9B Element, Rotating	1	\$ 2158.67	YES		2-4 WEEKS
3106661121	G9B Flexible Seat Gasket 900/1500	1	\$ 236.26	YES		2-4 WEEKS
3020070136	G9B Gear, Cam, POS. Closing & Auto	1	\$ 392.69	YES		1-3 DAYS
349583000C	G9B Gooseneck & Valve Assy	1	\$ 3829.76	YES		2-4 WEEKS
8636312224	G9B Groove Pin, 3/16x3/4	1	\$ 4.86	YES		1-3 DAYS
347201KITA	G9B Kit, Cam & Trigger Replacement	1	\$ 587.89	YES		3-5 WEEKS
352226KITB	G9B Kit, Poppet Valve Repair, 900#.	1	\$ 776.85	YES		1-2 WEEKS

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
8630083100	G9B Nut, Hex, Jam, STL ,NC, 5/8-11 NC S	1	\$ 1.66	YES		1-3 DAYS
3105781110	G9B Packing, Screw, Tube.	1	\$ 48.67	YES		1-3 DAYS
3012380113	G9B Pinion Gear (8 tooth)	1	\$ 89.59	YES		1-3 DAYS
8660053134	G9B Screw, Set, 1/2 DOG,5/8-11X 1.25	1	\$ 3.33	YES		1-3 DAYS
8473600035	G9B Switch, Pushbutton	1	\$ 185.43	YES		1-3 DAYS
3105781110	G9B Swivel Tube Packing	1	\$ 48.67	YES		1-3 DAYS
351531010G	G9B Swivel Tube, 17 3/16 LG	1	\$ 417.60	YES		1-3 DAYS
3087491019	G9B Thrust Bearing Assembly	1	\$ 105.93	YES		1-3 DAYS
3012090118	G9B Thrust Washer	1	\$ 28.24	YES		1-3 DAYS
3415011026	G9B Valve Assy, 3/4", Air Relief, W/CO	1	\$ 379.82	YES		1-3 DAYS
8690203100	G9B Washer, Lock, SKPRF, EXT, PLT, 5/8"	1	\$ 1.66	YES		1-3 DAYS
3011672114	G9B Washer, Valve Steam Guide, Copper	1	\$ 6.74	YES		1-3 DAYS
1088031032	Gasket Set, W/Glass & Lube (DP-3000 Level Gauge)	1	\$ 223.45	YES		1-3 DAYS
30N219-630C	IK Complete Lance and Nozzle Assembly OL=18'-11.0"	1	\$ 4025.73	YES		3-5 WEEKS

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
B50730-N182	IK Lance Tube and Flange assembly, 3.5 OD, OL=15'-2.0"	1	\$ 1764.02	YES		3-5 WEEKS
9011100045	IK-525 Ball Bearing	1	\$ 73.38	YES		1-3 DAYS
9011100069	IK-525 Ball Bearing	1	\$ 55.09	YES		1-3 DAYS
9011100045	IK-525 Bearing, Ball	1	\$ 73.38	YES		1-3 DAYS
3241881121	IK-525 Carriage Drive Pinion	1	\$ 114.41	YES		1-3 DAYS
3241291123	IK-525 Carriage Roller	1	\$ 148.32	YES		2-4 WEEKS
3415909005	IK-525 Expandable Cable Assy (Left Hand)	1	\$ 390.85	YES		1-3 DAYS
3415908007	IK-525 Expandable Cable Assy (Right Hand)	1	\$ 418.62	YES		1-3 DAYS
3046340117	IK-525 Feed Tube Gasket, 2.375 Feed TU	1	\$ 8.08	YES		1-3 DAYS
3321972121	IK-525 Gasket, Electric Motor, .031"THK	1	\$ 4.38	YES		1-3 DAYS
8446170090	IK-525 Gearbox Motor, 1-1/2HP, 3PH, 60HZ, 440VAC	1	\$ 1174.53	YES		1-3 DAYS
3169441122	IK-525 Guide Roller	1	\$ 68.99	YES		1-3 DAYS
3241261126	IK-525 Guide Roller Bracket	1	\$ 101.16	YES		1-3 DAYS
347243KITA	IK-525 Kit #61, Carriage	1	\$ 1520.04	YES		3-5 WEEKS

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
9085020012	IK-525 Oil Seal	1	\$ 15.65	YES		1-3 DAYS
9085020044	IK-525 Oil Seal, Wormshaft	1	\$ 33.13	YES		1-3 DAYS
351763000C	IK-525 Outer Lance, Nozzle Assy, Cast, 3.50"OD, L=45"	1	\$ 2275.42	YES		3-5 WEEKS
3443051135	IK-525 Packing, Feed Tube, 2.38" OD	1	\$ 195.95	YES		1-3 DAYS
3443051135	IK-525 Packing, Feed Tube, 2.38" OD	1	\$ 195.95	YES		1-3 DAYS
351523010A	IK-525 Packing, Valve Stem, P/V/ C-V	1	\$ 63.61	YES		1-3 DAYS
3241881121	IK-525 Pinion, Drive, Carriage (12 Tooth).	1	\$ 114.41	YES		1-3 DAYS
9079200062	IK-525 Retaining Ring	1	\$ 1.67	YES		1-3 DAYS
3241291123	IK-525 Roller, Carriage.	1	\$ 148.32	YES		2-4 WEEKS
9085020012	IK-525 Seal, Oil	1	\$ 15.65	YES		1-3 DAYS
F261516225	IK-525 Sootblower Supply Tube	1	\$ 2347.57	YES		2-4 WEEKS
3251071027	IK-525 Switch Assy, Limit.	1	\$ 670.95	YES		1-3 DAYS
8473400012	IK-525 Switch, Less Actuator	1	\$ 524.34	YES		1-3 DAYS
8473400010	IK-525 Switch, Limit, BUL .801	1	\$ 573.42	YES		1-3 DAYS

Part Number	Description	Qty 1	Unit Price Each	Quoting Same (Yes / No)	Or-equal Part Number	Lead Time ARO
8473400011	IK-525 Switch, Limit, BUL .801 # CM021	1	\$ 552.92	YES		1-3 DAYS
8442000002	Lamp, Connector/Socket DP-3000	1	\$ 8.81	YES		1-3 DAYS

December 30, 2024

Attn: Warehouse
City of Spokane
2900 S Geiger Blvd
Spokane, WA 99224-5400

Subject: B&W Cover Letter

Reference: RFQ 6288-25 New Spare Replacement Parts For Current Operating Diamond Power® Boiler Equipment And Sootblower System Employed In The Spokane Solid Waste Disposal, Waste To Energy Facility; As Needed – Annual Requirements

To Whom It May Concern:

The Babcock & Wilcox Company (B&W) whose headquarters located at 1200 E. Market Street Suite 650 in Akron, OH is the OEM for the boilers (NBIC 24931 & 24932) supplied to the City of Spokane in 1991 as part of B&W Contract Nos. 1371019 & 1371020.

As the boiler OEM, B&W possess all of the original boiler information and drawings allowing us to offer full aftermarket support for your boiler needs, whether that be replacement parts such as this RFQ or engineering services to support equipment installation or retrofits.

Please note that B&W Diamond Power is a subsidiary of B&W and is the OEM. B&W Diamond Power is located at 2600 E Main St, Lancaster, OH 43130.

We would like to thank the City of Spokane for considering The Babcock & Wilcox Company for your boiler needs.

If you have any questions, please do not hesitate to call me in the Napa office at (800) 382-2577.

Very truly yours,

THE BABCOCK & WILCOX COMPANY



Ronald Pon
Account Manager

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/11/2025
		Clerk's File #	OPR 2022-0257
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IRFP 5528-21
Contact Name/Phone	CHRIS AVERYT 625-6540	Requisition #	CR 27252
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4490 CONTRACT RENEWAL FOR CHEMICAL MANAGEMENT SERVICES		

Agenda Wording

Contract renewal 2 of 3 with Nalco Company, LLC (Spokane, WA) for chemical management services at the Waste to Energy Facility from 4/1/25-3/31/26 with a cost not to exceed \$57,000.00.

Summary (Background)

The Waste to Energy Facility's boiler and component cooling water system requires chemical management and treatment for all water required to protect the boiler and components. On Feb. 16, 2022, bidding closed on IRFP 5527-21 for these services. Based on their response, Nalco Company, LLC. was awarded a two-year contract with the possibility of three additional one-year renewals. This will be the second renewal.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	\$ 57,000.00
Current Year Cost	\$ 57,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a routine chemical and lab supply expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 57,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Funding Source	Recurring
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Zachary Singer, zachary.singer@ecolab.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	



CITY OF SPOKANE
CONTRACT RENEWAL No. 2 of 3
**Title: Chemical Management Program and
Treatment Chemicals per IRFP 5528-21**

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

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

WHEREAS, the original Contract allowed for three (3) one-year additional renewals, this being renewal number two (2), therefore this contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2025, and shall end March 31, 2026.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

NALCO COMPANY, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B



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

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

	Base Year Period	1st Renewal Period	2bd Renewal Period
	4/1/2022 Through 3/31/2024	4/1/2024 Through 3/31/2025	4/1/2025 Through 3/31/2026
Boiler, Steam and Condensate Systems			
The estimated annual operating chemical cost for treating the boiler and steam system, is broken down by functionality as follows:	Cost	Cost	Cost
Boiler Corrosion and Scale Inhibitors Boiler	\$15,287.11	\$18,000.00	\$18,720
Feedwater Oxygen Scavenger	\$7,987.89	\$11,784.04	\$12255.44
Steam and Condensate Treatment	\$6,945.60	\$9,456.00	\$9834.24
Cooling Water Closed Loop Treatment	\$589.40	\$700.00	\$728
Testing Reagents, labware, equipment	\$3,000.00	\$4,600.00	\$4784
Analytical and Resin Analysis	Included	Included	
Corrosion Coupon Analysis Program	Included	Included	
SUBTOTAL	\$33,810.00	\$44,540.04	\$46,321.68
Chemical Deliveries			
<p>Nalco Zero Defect Delivery Service – Nalco will handle all chemical deliveries into the facility using our Zero Defect Delivery Service. WTEF employees will not handle any of the boiler chemicals. This continues eliminating the risk of employee exposure to these chemistries. Product offloads of Nalco 356 and Nalco Eliminox will be 200 gallons each. The BT-2610 offloads will be 400 gallons each. All of the chemistry will be transferred by the Nalco Certified Delivery Specialist into either Stainless Steel Nalco Portafeed Units or your BT-2610 Bulk Tank.</p>			
Project Option:			
Nalco has recommended the use of a novel sidestream filter to continuously remove iron particulate in the CCW system to continue to prevent fouling of small diameter closed cooling water lines as well as heat exchange surfaces. This piece of equipment is a 3-in-1 tool (magnetic iron trap, particulate filter, and chemical shot-pot feeder). The cost of the equipment would be built into the first year of the contract, with the cost dropping off at the 2nd year. I have included a cutsheet of this equipment on the following page for WTEF review. This would replace the current shot-pot feeder that already exists off the CCW pumps. Nalco would supply and help start up the filter system. WTEF would be responsible for installation and subsequent maintenance on the filter (filter cartridge change-outs).	Cost	Cost	Cost
X-POT Compact SideStream Filter	\$6,256.00	\$6,256.00	\$7,890.60
Filter Cartridges (5 x 50 micron, 5 x 20 micron)	\$1,740.00	\$1,740.00	\$2,390.00
SUBTOTAL	\$7,996.00	\$7,996.00	\$10,280.60
Nalco Company LLC 421 West Riverside Ave, Suite 770 Spokane, Washington 99201 Phone 509 928 7713 Zachary J. Singer, Account Manager Cell 509 741 9221 zachary.singer@ecolab.com	Two-Year Base Pricing Per NALCO response to IRFP 5528-21	NAME: SIGNATURE: DATE:	Zachary Singer - Area Manager <i>Zachary Singer</i> 1.30.25



< Business Lookup

License Information:

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

Entity name: NALCO COMPANY LLC

Business name: NALCO COMPANY LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-516-883

Business ID: 001

Location ID: 0001

Location: Active

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

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

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bellingham General Business	067385			Active		Jan-23-2020
Hoquiam General Business - Non-Resident				Active	Jan-31-2026	Mar-10-2023
Longview General Business - Non-Resident	552861			Active	Jan-31-2026	Jan-28-2020
Olympia General Business - Non-Resident	39995			Active	Jan-31-2026	Jan-27-2020
Shelton General Business - Non-Resident	0068580			Active	Jan-31-2026	Feb-11-2020
Snoqualmie General Business - Non-Resident				Active	Jan-31-2026	Sep-18-2023
Spokane General Business - Non-Resident				Active	Jan-31-2026	Mar-19-2020
Vancouver General Business - Non-Resident				Active	Jan-31-2026	Jan-27-2023
Woodland General Business - Non-Resident				Active	Jan-31-2026	Mar-10-2023
Yakima General Business - Non-Resident				Active	Jan-31-2026	Sep-22-2021

Owners and officers on file with the Department of Revenue

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

Registered Trade Names

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

The Business Lookup information is updated nightly. Search date and time: 2/5/2025 9:16:40 AM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

Date Rec'd		2/11/2025	
Clerk's File #		OPR 2023-0311	
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IPWQ 5809-23
Contact Name/Phone	CHRIS AVERYT 625-6540	Requisition #	CR 27251
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	4490 CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES		

Agenda Wording

Contract renewal 2 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from 4/1/25-3/31/26 and a total cost not to exceed \$180,000.00 plus tax.

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 180,000.00
Current Year Cost	\$ 180,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste Disposal budget.	
Amount	
Budget Account	
Expense	\$ 180,000.00
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 4490-44100-37148-54803-34002	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Brian Rochelle, brian@bigsky.pro	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org



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

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Vacuum Support Services for the City; and

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2025 and shall run through March 31, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

25-022

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

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

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

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

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

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

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

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



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

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

Service Contract OPR 2023-0331 (IPWQ 5809-23)	Base Year Period	First Option	Second Option
	4/1/2023 Through 3/31/2024	4/1/2024 Through 3/31/2025	4/1/2025 Through 3/31/2026
"Vacuum Sand Services" Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	\$17,075.94	\$17,587.94	18,114.94
"Water Wash Air Cooled Condensers" Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	\$21,745.50	\$22,397.50	23,069.50
"Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	\$3,316.60	\$3,415.60	3517.60
"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)" Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	\$3,558.85	\$3,664.85	3774.85
"Vacuum Scale Pits" Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	\$3,558.85	\$3,664.85	3774.85

Big Sky Industrial
 9711 W. Euclid, Spokane WA 99224
 Brian Rochell
 Phone 509 953 1213
 brian@bigsky.pro

NAME	Brian Rochelle
SIGNATURE	
DATE	1/27/25



< Business Lookup

License Information:

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

Entity name: ROCHELLE CONSTRUCTION SERVICES, INC.

Business name: ROCHELLE CONSTRUCTION SERVICES, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-423-294

Business ID: 001

Location ID: 0001

Location: Active

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

Mailing address: PO BOX 585
COLBERT WA 99005-0585

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jul-31-2025	Jul-26-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
ROCHELLE, BRIAN	

Registered Trade Names

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

The Business Lookup information is updated nightly. Search date and time: 2/5/2025 9:13:54 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2025

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

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

PRODUCER Blasingame Insurance 200 North Argonne Spokane Valley, WA 99212	CONTACT NAME: Jannel E. Louie PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: jannel@blasingameins.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Selective Insurance Company of America 12572 INSURER B : Westchester Fire Insurance Com INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED Rochelle Construction Services dba Big Sky Industrial Services PO Box 585 Colbert, WA 99005-0585	

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: _____	X		S 2566544	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> 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			S 2566544	10/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			S 2566544	10/14/2024	10/14/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 _____ \$ _____
A	<input checked="" type="checkbox"/> 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	S 2566544	10/14/2024	10/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			S 2566544	10/14/2024	10/14/2025	Limit 550,000
B	Pollution			G73580298004	10/14/2024	10/14/2025	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane is named an additional insured on the general liability 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 
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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

Date Rec'd		2/11/2025	
Clerk's File #		OPR 2025-0150	
Cross Ref #		RES 2025-0001	
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	SOLE SOURCE
Contact Name/Phone	CHRIS AVERYT 625-6540	Requisition #	CR 27004
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4490 SOLE SOURCE CONTRACT AWARD FOR ABB SOFTWARE		

Agenda Wording

Five year contract with ABB, Inc. (Cleveland, OH), who is the sole source provider of proprietary software, service and parts support for the Digital Controls System (DCS) at the Waste to Energy Facility from 1/1/2025-12/31/2029 and a total cost of \$652,080.00 plus tax.

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. On January 6, 2025 city council approved RES 2025-0001, a five year sole source resolution with ABB, Inc. for the use and service of this proprietary software, now council approval is needed for the resulting contract.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 652,080,.00		
Current Year Cost	\$ 158,568.00		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
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	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		Recurring	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	AVERYT, CHRIS	<u>PURCHASING</u>	PRINCE, THEA
Division Director	FEIST, MARLENE		
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
john.collwell@us.abb.com;		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



City of Spokane
CONTRACT
ABB SOFTWARE, SERVICE AND SUPPORT

THIS NEGOTIATED 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. Any change in such applicable laws or regulations after the date of the Company's proposal for this contract that materially affects the Company's performance of the work hereunder will be addressed by means of a written modification to the Contract to equitably compensate the Company for such effects.
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;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only to the extent of Company's indemnity obligations under Section 11;

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

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of \$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 endorsement provisions, the thirty (30) day cancellation clause. 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 to the extent the same are based upon the negligence or willful misconduct 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. The Company's obligations under this Section 11 are contingent upon the City having given the Company prompt written notice of such action and all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of the City. In the event that any settlement of a claim under this section requires an admission of fault or responsibility on the part of the City or requires its financial contribution, Company shall seek the City's approval prior to entering into said settlement.

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 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 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. In all events, audits and inspections by the City under this Contract a) can take place only after the Company has been given fifteen (15) days advance written notice of the intent to audit or inspect; b) will be conducted in a confidential manner by the City; c) can take place no more than three times under this Contract; d) are limited only to those records directly relating to the quality of the work or that directly substantiate the costs or time expended that are the express basis on which the City has or will reimburse or pay the Company; and e) beyond the reasonable accommodation provide by the Company, are otherwise at the City's expense.

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 written notice within fifteen (15) business days. 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.

20. WARRANTIES AND REMEDIES. (a) Equipment and Services Warranty. Company warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services. (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Company promptly after such discovery and within the applicable Warranty Remedy Period, Company shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Company promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Company will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended. (c) Exceptions. Company shall not be responsible for providing temporary power, removal,

installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-Company supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at City's risk and expense. Company shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence, or accident; (iii) has been used in a manner contrary to Company 's instructions; (iv) is comprised of materials provided by or a design specified by City; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Company but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed. (d) Software Warranty and Remedies. Company warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Company's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to Company promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Company shall correct the nonconformity by, at its option, either (i) modifying or making available to the City instructions for modifying the Software; or (ii) making available at Company's facility necessary corrected or replacement programs. Company shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) City -supplied software or interfacing. Company does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the City, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs". (e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL, OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE CITY'S EXCLUSIVE REMEDIES AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

21. SOFTWARE LICENSE. (a) Company owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to City under this Agreement. As part of the sale made hereunder City hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by Company; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the City's right to use the Software shall terminate immediately when the specified equipment is no longer used by the City or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with Company's prior written consent. (b) Nothing in this Agreement shall be deemed to convey to City any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, City shall immediately cease using the Software and, without retaining any copies, notes, or excerpts thereof, return to Company the Software and all copies thereof and shall remove all machine-readable Software from all of City 's storage media.

22. PATENT PROTECTION. Company shall defend at its own expense any action brought against the City alleging that the work performed or the use of the work to practice any process for which such work is specified by Company (a "Process") directly infringes or misappropriates any claim of a patent of or other intellectual property right protected in the United States of

America and to pay all damages and costs finally awarded in any such action, provided the City has having given Company prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of the City. Company shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including work or Processes which have been modified or combined with other equipment or process not supplied by Company; (ii).any work or Process supplied according to a design, other than a Company design, required by the City; (iii) any patent, copyright or trademark issued after the date hereof; or (iv) any action settled or otherwise terminated without the prior written consent of Company. If, in any such action, the work is held to constitute an infringement or misappropriation, or the practice of any Process using the work is finally enjoined, or such results are reasonably anticipated, Company shall, at its option and its own expense, procure for the City the right to continue using said work; or modify or replace it with non-infringing and/or non-misappropriating services, or, with the City's assistance, modify the Process so that it becomes non-infringing and/or non-misappropriating; or remove it and refund the portion of the price allocable to the infringing or misappropriating work. THE FOREGOING PARAGRAPH STATES THE ENTIRE LIABILITY OF COMPANY AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

23. FORCE MAJEURE. Company shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of the City, compliance with changed government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of such causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and, if the delay was within the reasonable control of the City, the Contract Compensation will be adjusted to compensate Company for such delay.

24. LIMITATION OF LIABILITY. (a) In no event shall Company, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the City or other third parties for any such damages. Company's aggregate liability for any and all claims, whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Protection") exceed the Contract price. (b) All causes of action against Company arising out of or relating to this Contract or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof. (c) In no event regardless of cause, shall Company be liable for penalties or penalty clauses of any description.

24. 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.

25. 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.

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

24-262b

**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



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
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Contact E-Mail	DPAINE@SPOKANECITY.ORG		
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Agenda Item Type	Resolutions		
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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
-------------------	---------------

Subsequent Year(s) Cost	\$
-------------------------	----

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
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Select	\$	#	
--------	----	---	--

Select	\$	#	Adopted by Spokane City Council on: 1/6/2025
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Select	\$	#	
--------	----	---	--

	\$	#	
--	----	---	--

	\$	#	<u>Lavrie Farnsworth</u>
--	----	---	--------------------------

Acting City Clerk



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)

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 6th day of January, 2025

Laurie Farnsworth
City Clerk (Acting)

Approved as to form:

Elizabeth Schoedel
Assistant City Attorney





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 Aon Risk Solutions 53 State Street Boston, MA 02109	CONTACT NAME: Patrick Sesselman PHONE (A/C No. Ext): (617) 457-7713 E-MAIL ADDRESS: patrick.sesselman@aon.com	FAX (A/C No): (617) 542-2597
	INSURER(S) AFFORDING COVERAGE	
	COMPANY A: ACE American Insurance Company	NAIC # 22667
	COMPANY B: HDI Global Insurance Company	NAIC # 41343

COVERAGES **CERTIFICATE NUMBER:** 251932 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GLD 10909-16	4/1/2024	4/1/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							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
A	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="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	X		ISAH10820005	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCFC55522169 WLCR5552208A	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

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

Please see page 2 for additional insureds and any additional language.

Contract Number: OPR 2019-0813

CERTIFICATE HOLDER

CITY OF SPOKANE
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
United States

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

Patrick Sesselman

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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
--	---

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



< 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

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	1/22/2025
		Clerk's File #	OPR 2025-0122
		Cross Ref #	
		Project #	2021079
Submitting Dept	PUBLIC WORKS	Bid #	
Contact Name/Phone	MARK PAPICH 625-6310	Requisition #	
Contact E-Mail	MPAPICH@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5200--PUBLIC WORKS BOARD LOAN FOR FRANCIS AND ASSEMBLY		

Agenda Wording

Loan agreement with the Public Works Board for Francis & Assembly Intersection and Utility Improvements - \$7,300,000 Revenue.

Summary (Background)

The City of Spokane is being awarded a Public Works Board (PWB) low-interest loan through the Department of Commerce to construct intersection and utility improvements at the intersection of Francis and Assembly. This work will include intersection improvements, construction of a new water transmission main and pressure reducing valve, and construction of a stormwater infiltration facility to improve water quality in the Spokane River. The loan amount is \$7,300,000. The interest rate for the loan is 1.71% and the term of the loan is 20-years.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

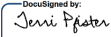

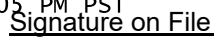
Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 7,300,000.00
Current Year Cost	\$ 7,300,000.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Revenue \$ 500,000.00	# 4250 98866 99999 38271 11029
Revenue \$ 5,500,000.00	# 4250 98866 99999 38271 11034
Revenue \$ 1,300,000.00	# 4250 98866 99999 38271 10157
Select \$	#
Select \$	#
Select \$	#
Funding Source	One-Time
Funding Source Type	Program Revenue
Is this funding source sustainable for future years, months, etc?	
yes	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
eraea@spokanecity.org	tax&licenses@spokanecity.org
mpapich@spokanecity.org	publicworksaccounting@spokanecity.org
alison.mitchell@commerce.wa.gov	

AGREEMENT FACE SHEET

Agreement Number: PC25-96103-019

PUBLIC WORKS BOARD CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Marlene Feist, Public Works Director mfeist@spokanecity.org		4. Public Works Board Representative Alison Mitchell alison.mitchell@commerce.wa.gov 360-999-0606	
5. Agreement Amount \$7,300,000.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2045
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
CFDA Number N/A			
10. Tax ID # N/A	11. SWV # 0019727-00	12. UBI # 136-000-003	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR DocuSigned by:  Signature Terri Pfister Print Name City Clerk Title 1/16/2025 3:12 PM PST Date		FOR PUBLIC WORKS BOARD DocuSigned by:  PWB Chair Kathryn A. Gardow, Public Works Board Chair 1/17/2025 11:25 AM PST Date APPROVED AS TO FORM ONLY DocuSigned by:  Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Spokane
Agreement Number: PC25-96103-019

PROJECT INFORMATION

Project Title: Francis and Assembly Street and Utility Improvements
Project City: Spokane
Project State: **Washington**
Project Zip Code: 99205

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$7,300,000.00
Loan Term: 20 years
Interest Rate: 1.71%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$0.00
% of Funding as Grant: N/A

PROJECT TOTALS:

Total Estimated Cost: \$12,000,000.00
Total Project Funding: \$7,300,000.00
Earliest Date for Cost Reimbursement: September 6, 2024
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project includes installation of an approximately 18-inch water transmission main and associated appurtenances to supply the Northwest Terrace Pressure Zone from the Low Pressure Zone, construction of a Pressure Reducing Valve (PRV) station, construction of signalized intersection improvements at the Francis Avenue, Assembly Street and Nine Mile Road/HWY 291 intersection, and separating 50% of the 6-month design storm from the Rifle Club MS4 and treating the stormwater in a bio-infiltration swale.

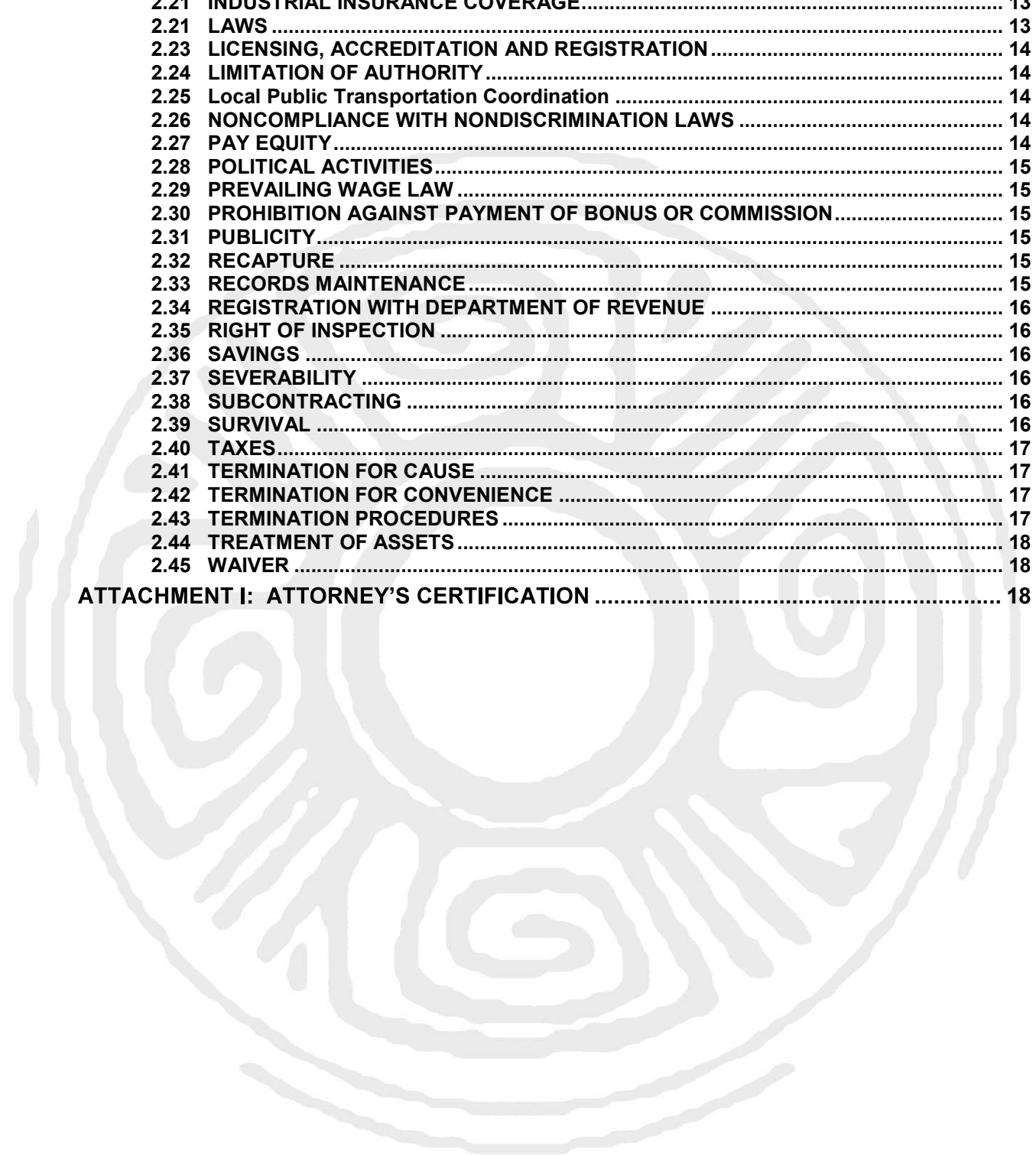
The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Agreement may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

2.4 AMENDMENTS

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

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness,

disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.

- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

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

2.38 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.

ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Spokane
AGREEMENT Number: PC25-96103-019

I, Elizabeth Schoedel, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Spokane (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

DocuSigned by:
Elizabeth Schoedel
Signature of Attorney

Elizabeth Schoedel
Name

1/16/2025 | 10:15 AM PST
Date

Assistant City Attorney - approved as to form only

Certificate Of Completion

Envelope Id: 87985440-53BB-449A-879E-73DEAE12DDAC

Status: Completed

Subject: Contract for review/signature: City of Spokane Francis & Assembly St Utility Imp Proj PC25-96103-019

Division:

Local Government

Program: Public Works Board

ContractNumber: PC25-96103-019

DocumentType: Contract

Source Envelope:

Document Pages: 25

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Alison Mitchell

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

alison.mitchell@commerce.wa.gov

IP Address: 198.239.106.236

Record Tracking

Status: Original

Holder: Alison Mitchell

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alison.mitchell@commerce.wa.gov

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Signer Events

Cindy Chavez

cindy.chavez@commerce.wa.gov

Security Level: Email, Account Authentication (None)

Signature

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Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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ID: 90fe78c2-bbc7-4bf4-be85-9f3ef2c88191

Marlene Feist

mfeist@spokanecity.org

Public Works Director

City of Spokane

Security Level: Email, Account Authentication (None)

Signed by:

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Viewed: 1/16/2025 3:03:24 PM

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Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

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ID: 06410bdf-62ba-4be9-8bb5-f28eb46437ca

Signer Events	Signature	Timestamp
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Terri Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 198.1.39.252

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Kathryn Gardow
pwbgardowk@gmail.com
PWB Chair
Security Level: Email, Account Authentication (None)

Signed by:

7245D4026B7D42E...
Signature Adoption: Uploaded Signature Image
Using IP Address: 75.172.117.212

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mark Papich
mpapich@spokanecity.org
Security Level: Email, Account Authentication (None)

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Teri Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
Accepted: 7/12/2021 10:14:44 AM
ID: 30977f9f-c23d-498f-80d0-109c8ebc3f8a

Alison Mitchell
alison.mitchell@commerce.wa.gov
Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/16/2025 2:44:01 PM
Certified Delivered	Security Checked	1/17/2025 11:25:22 AM
Signing Complete	Security Checked	1/17/2025 11:25:51 AM
Completed	Security Checked	1/17/2025 11:25:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 02/24/2025

Committee Agenda type: Consent

Council Meeting Date: 03/10/2025

		Date Rec'd	2/10/2025
		Clerk's File #	OPR 2025-0178
		Cross Ref #	
		Project #	2025052
Submitting Dept	INTEGRATED CAPITAL	Bid #	
Contact Name/Phone	B FREDRICKSON 509.625.6008	Requisition #	RFQ#6244-24
Contact E-Mail	BFREDRICKSON@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? YES	Public Works? NO	
Agenda Item Name	0450 - UNDERGROUND INJECTION CONTROL REHAB IN WELLHEAD		

Agenda Wording

Consulting Agreement for assessing stormwater Underground Injection Control (UIC) facilities and propose repair treatment solutions with Osborn Consulting (Spokane, WA) -Not to exceed \$349,848.00.

Summary (Background)

The City of Spokane has received a grant from the Department of Ecology to commission a study to assess and recommend improvements to the existing stormwater Underground Injection Control (UIC) facilities within the 1-Year Wellhead Protection Zones to ensure compliance with state regulations and protect the Spokane Valley-Rathdrum Prairie Aquifer. This study will be completed by Osborn Consulting, Inc. and includes regulatory compliance review, field assessments of approximately 90 UIC facilities, geotechnical investigations, and hydrologic modeling. The goal is to identify non-compliant UICs and develop feasible Best Management Practices (BMPs) solutions and/or regional treatment facilities. The study will also produce a prioritized action plan and cost estimates to guide future stormwater improvements. The final report will help the City to understand possible water quality protections required, plan for repairs and secure funding for necessary upgrades to safeguard drinking water quality. This study is expected to require eight months to a year to complete.

What impacts would the proposal have on historically excluded communities?

Protecting the aquifer benefits all citizens and businesses within our service areas and through our intertie connections as well.

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?

Consistent with budget strategies, 6-year CIP project and Comp Plan Goals NE 1.1, NE1.2, CFU 1.3, and CFU 5.3.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 349,848.00		
Current Year Cost	\$ 300,000.00		
Subsequent Year(s) Cost	\$ 49,848.00		
Narrative			
CWSRF Grant: Ecology Share: \$262,500 and City's Share: \$87,348.			
Amount			
Budget Account			
Expense \$ 262,500.00	# 4250 98817 94310 56501 14406		
Expense \$ 87,348.00	# 4250 43354 94310 56501 14406		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
No			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Match requirements Ecology Share: \$262,500 and City's Share: \$87,348			
Approvals			
Additional Approvals			
Dept Head	DAVIS, MARCIA	PURCHASING	NECHANICKY, JASON
Division Director	FEIST, MARLENE	ACCOUNTING -	BROWN, SKYLER
Accounting Manager	BAIRD, CHRISTI		
Legal	BEATTIE, LAUREN		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Tarelle Osborn tarelle@osbornconsulting.com		eraea@spokanecity.org	
bfredrickson@spokanecity.org		mpapich@spokanecity.org	
icmaccounting@spokanecity.org		tax&licenses@spokanecity.org	



City of Spokane
CONSULTANT AGREEMENT
**Title: UIC EVALUATIONS AND ALTERNATIVE
ANALYSIS IN WELLHEAD PROTECTION ZONES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **OSBORN CONSULTING, INC.**, whose address is 101 South Stevens Street, Suite 103, Spokane, Washington 99201 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the purpose of this Agreement is to perform a Stormwater Study and Map of Underground Injection Control Systems (UIC) and Wellhead Protection Zones for the City; and

WHEREAS, the Consultant was selected from RFQu No.6244-24 and partially funded from Washington State Department of Ecology (Water Quality) Agreement WQC-2023-Spokane-00103.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 14, 2025, and ends on June 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, and Consultant’s Proposal Scope of Work and Costs, attached as Exhibit C. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **THREE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$349,848.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Integrated Capital Management Department, Second Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans

with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

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

12. DEBARMENT AND SUSPENSION.

The 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.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

OSBORN CONSULTING, 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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Scope of Work
- Exhibit C – Consultant’s Cost Proposal

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

SCOPE OF WORK

Project Name:	UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones
Client:	City of Spokane
Prime Consultant:	Osborn Consulting, Inc.
Contract Number:	

BACKGROUND

This study will identify stormwater UIC facilities in Wellhead Protection Zones (WPZ) not meeting UIC regulatory requirements and will provide the City of Spokane (City) with guidance and solutions to bring those UICs into compliance to protect the Spokane Valley-Rathdrum Prairie (SVRP) Aquifer. UIC requirements are established in the UIC Rule (WAC 173-218) and in Chapter 5 of the 2024 Stormwater Management Manual for Eastern Washington (SWMMEW).

The City has selected a consultant team consisting of Osborn Consulting, Inc. (Osborn) and GeoEngineers to complete the study. The specific tasks that will be completed are as follows:

- Identify regulatory requirements and service-level goals that will guide the study.
- Perform field investigations of UICs in the study area and develop an inventory of UIC conditions.
- Evaluate UICs using the UIC Rule to determine their compliance status.
- Perform a geotechnical investigation to identify geologic conditions in the study area.
- Develop alternatives, conceptual designs, and cost estimates for improving non-compliant or poorly performing UICs.
- Prepare a final report that summarizes the work completed during the project and provides an action plan for implementing solutions.

SCOPE OF WORK

Task 1 Project Management & Administration

Objective: This task covers the management, administration, and coordination of the work.

Consultant Services

- **Kickoff Meeting:** A kickoff meeting will be held with City, Osborn, and GeoEngineers key staff to review the study goals and objectives, review the approach, identify and request additional information and data about the study area, identify/discuss known problem areas, and finalize the project schedule.
- **Project Check-in Meetings with City:** The purpose of these meetings is to discuss project status with the City (work complete since previous meeting), review upcoming tasks/activities, and provide schedule updates. Meetings will include the following:
 - Bi-weekly meetings with City and Osborn Project Managers
 - Monthly meetings with full City and consultant teams
- Set up and close out the consultant contract
- Coordinate and manage the project team and subconsultant
- Prepare and manage the project schedule
- Develop and manage a SharePoint site for sharing project files with the City
- Prepare contract amendments, if needed
- Prepare and electronically submit monthly status reports describing the following:
 - Services completed during the month
 - Services planned for next month
 - Scope/Schedule/Budget issues, if applicable

Client Responsibility

- Attend all meetings and identify other City staff that should be included in check-in meetings.
- Review and provide comments on meeting documents within the agreed upon schedule.
- Process payment according to terms of the contract.
- Review and process contract change requests and amendments, if needed.

Assumptions

- The project duration will be twelve (12) months from the date this contract is executed.
- Progress reports will be Osborn standard format.

Deliverables

List all expected deliverables for this task. It should reflect what was discussed in Consultant services.

- Meeting agendas and meeting notes (PDF)
- Monthly progress reports (emailed to client in a PDF format)
- Project schedule and schedule updates (email PDF)

Task 2 Define Requirements

Objective: This task focuses on defining requirements related to stormwater infiltration in Wellhead Protection Zones.

Consultant Services

- Summarize applicable requirements within the following regulatory guidelines. This will include developing a summary of the relevant requirements which will be used to guide the modeling, field work, and solutions.
 - City of Spokane Design Standards
 - EWA NPDES Phase II MS4 current permit
 - SWMMEW (including the UIC Rule)
 - Spokane Regional Stormwater Manual (SRSM)
 - Guidance documents and latest WPZ boundaries produced by the Spokane Aquifer Joint Board (SAJB)
- Customize Requirements
 - Meet with the City to review the draft summary of requirements and determine if the City would like to modify and/or add requirements. This would include items that differ from those defined in the requirements such as requirements for drywell treatment/pre-treatment and modeling analysis methods. This would also include any changes the City would like to make to level-of-service such as adding pre-treatment, retrofitting older drywells, etc. when not explicitly required by stormwater regulations.

Client Responsibility

- Identify current and proposed ordinances to Osborn.
- Review and comment on draft summary of requirements and customized requirements within the agreed upon schedule.
- Provide approval of requirements and assumptions.

Assumptions

- Requirements will be based on City of Spokane Design Standards, the EWA NPDES Phase II MS4 current permit, the SWMMEW, the SRSM, and the SAJB.

Deliverables

- Draft and Final Summary of Requirements (Table Format, Word)

Task 3 UIC Inventory

Objective: The objective of this task is to collect and evaluate existing data, develop a drywell inventory to guide field assessments, and complete field assessments to identify poorly functioning facilities.

Consultant Services

- **Data Review:** The following information will be collected and reviewed by Osborn to develop the drywell inventory. Data will also be used to verify basin boundaries, investigate problem areas, and develop an understanding of the area's stormwater runoff patterns.
 - **GIS data:** Collect and review available GIS layers for the project area and beyond, including Spokane County, Spokane Valley, and Millwood. Identify any gaps/abnormalities that need to be confirmed during site visits. Corrections made during the project will be confirmed/provided to the City for incorporation into the project/City GIS layers.
 - **Drainage Complaint Information:** Review City drainage complaint records, organize data, and add complaint information to a composite map of collected data.
 - **Maintenance Information:** Collect and review City maintenance information and records. This is expected to include meeting and coordinating with City Maintenance Staff.
 - **Drainage System Data:** Collect and review existing drainage reports and record drawings as needed to verify existing conditions.
 - **Existing Contamination:** Review data on known Brownfield sites within project area.
- **Data Inventory:** an inventory of all data collected will be developed in a table format.
 - Identify whether data gaps exist by comparing the inventory of existing data to project goals/objectives.
 - If data gaps are identified, Osborn will develop recommendations for collecting the data and review with the City to decide how to proceed.
- **Site Visit Plan:** Develop a site visit plan and attend a prep session with the City prior to site visits. The site visit plan will include provisions such as site visit schedule, traffic safety, , and access to UICs with locked lids.
- **Site Visits:** Conduct site visits to all drywells in the study area (approximately 100 drywells within City Boundary) to collect data for the drywell inventory and confirm/document site conditions for the hydrology model. This will include collection of the following data:
 - Drywell design (single-depth, double-depth, etc.)
 - Adjacent road condition
 - Presence of pre-treatment
 - Presence/apparent composition of debris
 - Presence/depth of standing water
 - Depth from inlet to top of sediment
 - Apparent signs of ground surface flooding issues adjacent to drywell
 - Unique and relevant conditions or findings

- **UIC Rule Evaluation:** The information collected in the data review and field investigation will be used to evaluate UICs according to the Ecology UIC Rule:
 - Identify the required level of treatment based on pollutant loading and vadose zone treatment capacity determined in Task 4. Each UIC will be classified under one of four required treatment categories: two-stage drywell, pretreatment, solids treatment, or oils and solids treatment.
 - Identify non-compliant UICs that do not have the correct level of treatment, have failed treatment elements, or have pollutant loadings that are unallowable for infiltration.
 - Classify wells for rule-authorization compliance, occurring when a well is both registered with Ecology and the discharge from the well meets the non-endangerment standard.
 - Compile UIC inventory in GIS database documenting non-compliant UIC facilities in 1-year Wellhead Protection Zones.

Client Responsibility

- Provide existing data within the project boundary.
- Arrange for access to existing facilities if needed.
- Provide City staff if needed to be present during field visits.
- Review and provide comments within the agreed upon schedule.

Assumptions

- Final deliverables will be included in the report (Task 6)
- Any required formal traffic control plan or street use permit will provided by the City

Deliverables

- Site visit plan (PDF)
- Data inventory (Excel)
- GIS shapefile documenting compliance status and field inspection findings for each UIC in study area

Task 4 Geotechnical Investigation

Objective: The objective of this task is to utilize existing and supplemental geotechnical and hydrogeologic information to characterize subsurface soil composition and treatment capacity within the project area. Our characterization will assist Osborn and the City with developing best practices for: (1) maximizing the performance and longevity of project area infiltration structures; and (2) utilizing stormwater management techniques that protect groundwater quality within the Spokane Valley/Rathdrum Prairie (SVRP) Aquifer generally and City production wells specifically.

Subtask 4.1 Develop Database of Existing Geotechnical and Hydrogeologic Information

Consultant Services

- Conduct project management activities related to accounting, invoicing, and internal staff coordination.
- Attend a project kickoff meeting with Osborn and the City.

- Attend project check-in meetings with Osborn and the City.
- Compile and review existing geotechnical and hydrogeologic information for the project area. We assume the project area will be refined and further defined during initial project kick-off meetings with the City. Existing information could include:
 - Previous reports conducted by GeoEngineers and/or our predecessor firms and contained in our files.
 - Previous geotechnical reports and/or other subsurface data for the study area provided by the City.
 - Geologic/hydrogeologic maps and reports published by state and/or federal agencies and readily available within the public domain.
 - Water well and resource protection well reports on file with the Washington State Department of Ecology.
- Review existing water quality data related to PFAS and 6PPD-Q.
- Tabulate existing geotechnical/hydrogeologic data that are pertinent to stormwater infiltration and infiltration structure performance. This data will inform an understanding of the geologic controls of stormwater infiltration, such as depth to groundwater, thickness of underlying permeable sediments, and/or depth to low-permeability aquitard (if present).
- Create maps of the study area summarizing existing geotechnical/hydrogeologic data. Based on this mapping, identify portions of the project area where geologic controls could limit stormwater infiltration.
- Develop a project area map showing a preliminary identification of zones of no, low, medium, and high treatment capacity underlying existing City infiltration structures.
- Graphically compare the geotechnical/hydrogeologic maps with the locations of non-compliant stormwater facilities.
- Identify data gaps in our understanding of project area soil composition, limiting layer distribution, and soil treatment capacity.
- Recommend locations for subsurface explorations to be conducted during Subtask 4.2. Locations will be selected to fill the above-identified data gaps.

Client Responsibility

- Provide existing data within the project boundary and directly adjacent areas.
- Arrange for access to existing facilities if City staff is required to be present during field visits.
- Review and provide comments within the agreed upon schedule.

Assumptions

- The project duration will be 12 months and GeoEngineers will conduct project management activities related to accounting, invoicing, and internal staff coordination.
- GeoEngineers will attend one project kick off meeting.
- GeoEngineers' project manager will attend a total of 12 one-hour meetings and associated meeting preparation.
- GeoEngineers will not be responsible for preparation and circulation of meeting notes.
- Final copies of all maps will be included the technical memorandum.

Deliverables

- Maps of the study area summarizing existing geotechnical/hydrogeologic data.
- Project area map showing preliminary zones of no, low, medium, and high treatment capacity.

Proposed Budget

\$25,000

Subtask 4.2 Drilling Exploration

GeoEngineers will conduct drilling and sampling operations. We anticipate that the exploration locations will be accessible to a conventional rubber-tired, truck-mounted drill rig. The number and locations of drilling explorations will be based on results of Subtask 2.1 and available budget and determined in consultation with Osborn and the City. Tasks related to drilling exploration will consist of the following:

- Arrange for public and, if appropriate, private utility locates of the exploration locations.
- Coordinate with the City to obtain applicable permitting regarding work conducted in City right-of-way.
- Coordinate with Osborn and the City for the City to provide temporary traffic control during our field work. The type of traffic control will depend on site specific conditions, and could vary from signs and cones, to flaggers, to temporary road closures.
- Drill one soil boring at each selected boring location. Boring depths will be determined based on anticipated subsurface conditions identified during Subtask 4.1 and available budget. Preliminarily, we anticipate borings will be drilled to depths of about 30 to 60 feet below ground surface (bgs), until the presence of bedrock is confirmed, or drilling progress is refused, whichever is shallowest. A detailed log of the exploration will be recorded by GeoEngineers' field engineer or geologist. Soil samples will be collected using split-barrel samplers, typically at 2.5- to 5-foot sampling intervals.
- Conduct borehole permeability tests or full-scale drywell tests at selected locations. We preliminarily propose conducting borehole permeability tests at depths corresponding to existing or anticipated bottom of drywell elevations..
- Conduct laboratory testing of up to two selected soil samples from each soil boring. Laboratory testing will include one or more of the following:
 - Gradation
 - Cation exchange capacity
 - Soil organic carbon content.

Note that if results of gradation analyses indicate a particular soil sample classifies as treatment capacity "None" based on Table 5.3 of the Ecology SMMEW, CEC and organic carbon content might be eliminated for that sample.

- For each exploration location, identify the following:
 - Soil composition
 - Presence of (perched or regional) groundwater
 - Limiting layer type and depth if applicable
 - Preliminary associated vadose zone treatment capacity (per Table 5.3 of the 2024 SMMEW)

Client Responsibility

- Provide input on drilling and permeability/infiltration testing locations.
- Provide applicable permits for work conducted in City right-of-way.
- Provide permitting to use water hydrants near testing locations and assist with securing access from the water hydrant to the testing locations.

Assumptions

- **Drilling Exploration and Testing Budget:** The drilling exploration and testing program will be designed to conform to a project drilling exploration budget rather than a pre-assigned number of explorations. Herein, we propose a Task 4.2 budget of \$65,000 for drilling exploration, permeability/infiltration testing, and laboratory testing. Fees required to complete individual borings and tests will vary based on number of factors including site conditions, drilling method and equipment, boring depth, access constraints, traffic control requirements and subsurface conditions encountered at a particular boring location.
- Drilling exploration and testing will occur within City right-of-way and Osborn or the City will secure and provide any necessary right-of-way permitting.
- **Osborn and/or the City will provide access to the nearest water hydrant for infiltration testing (if applicable).**
- **Osborn and/or the City will provide temporary traffic control for our drilling exploration and testing activities, where applicable.**

Deliverables

- Site Plans showing boring locations
- Boring logs.
- Summary of permeability/infiltration tests (PDF)
- Summary of laboratory testing of soil samples from each soil boring (PDF)

Proposed Budget

\$65,000

Subtask 4.3 Conclusions, Recommendations, and Reporting

- Update mapping developed during Subtask 4.1 for results of geotechnical exploration.
- Identify portions of the study area, if any, where geologic or hydrogeologic conditions likely limit infiltration structure performance.
- Identify portions of the study area that are primarily characterized by no, low, medium, and high treatment capacity.
- Characterize the extent to which shallow subsurface conditions appear to be limiting the performance of infiltration structures and where the City may expect infiltration structure rehabilitation to improve drainage within portions of the study area.
- Develop recommendations for best design and maintenance practices to improve the performance and longevity of project area infiltration structures.
- Develop one or more strategies that the City could use to augment the existing PFAS dataset in a subsequent phase of investigation, if applicable.

- Complete a summary geotechnical and hydrogeologic report for incorporation into Osborn's project report.

Client Responsibility

- Provide consolidated comments (screened for duplicates and conflicting comments) on the outline and draft chapters produced in the task within the agreed upon schedule.
- Comments will be provided in PDF format.

Assumptions

- Only one round of review will be required for GeoEngineers' technical memorandum.

Deliverables

- Draft and final technical memorandum summarizing geotechnical field work and analyses and providing recommendations (PDF).

Proposed Budget

- \$14,000

Task 5 Develop Concepts and Solutions

Objective: This task focuses developing solutions and concepts to improve or replace non-compliant or poorly performing UIC facilities.

Subtask 5.1 Develop Preliminary Alternatives

Consultant Services

- **Develop preliminary alternatives:** Develop preliminary alternatives for UICs identified in Task 4 as non-compliant, poorly performing, or exposed to high pollutant loadings or emerging pollutants of concern. Alternatives will be examined based on location of UIC, UICs in the same proximity, and available ROW. The following types of alternatives will be developed:
 - **Bio-infiltration swales:** Use GIS data to assess and develop a map of right-of-way areas where there may be adequate space to install bio-infiltration swales for water quality treatment.
 - **Dispersed BMPs:** Use GIS data to identify locations where BMPs could be installed at individual UICs or small groups of UICs. For proprietary BMPs, coordinate with BMP manufacturers to identify proprietary BMPs that may be feasible in areas without adequate space for bio-infiltration swales. Provide readily available information to the City, which may include cut-sheets, standard details, brochures, maintenance information, or typical sizing methodology for proprietary BMPs.
 - **Regional facilities:** Identify strategic locations where regional water quality treatment and/or infiltration facilities may be feasible based on topography, number of non-compliant UICs in the vicinity, and available City-owned parcels or right-of-way.
- **Alternatives workshop:** Lead a workshop with City staff to review and discuss the preliminary alternatives and select up to three (3) alternatives to move forward with concept designs, modeling, and cost estimates. The following items will be prepared to facilitate the workshop:

- **Preliminary alternatives summary:** Develop a table summarizing preliminary alternatives with general information about each alternative, pros and cons, and anticipated challenges.
- **PowerPoint presentation:** Develop a presentation depicting key findings of the UIC inventory (Task 3) and geotechnical investigation (Task 4), and key information about the preliminary alternatives.

Client Responsibility

- Participate in alternatives workshop

Assumptions

- Preliminary alternatives will be documented with brief descriptions in the Report & Action Plan

Deliverables

- Summary of preliminary alternatives (arcGIS Story Maps, Excel, or PDF)
- PowerPoint presentation for alternatives workshop
- Meeting agenda and meeting notes for alternatives workshop (PDF)

Subtask 5.2 Modeling and Concept Designs

Consultant Services

- **Modeling for bio-infiltration swales:** Develop a model using spreadsheet calculations based on the SRSM guidance or similar method. Model results will be used to size runoff treatment facilities and confirm adequate infiltration capacity based on infiltration testing and geotechnical data (Task 4).
- **Modeling for proprietary BMPs:** Develop a model using AutoCAD Storm and Sanitary Analysis (SSA), spreadsheet calculations, or similar method. Model results will be used to size runoff treatment facilities and confirm adequate infiltration capacity based on infiltration testing and geotechnical data (Task 4).
- **Modeling for regional facilities:** Develop a model using the EPA Stormwater Management Model (under the PCSWMM software platform) for larger drainage basins where a regional water quality or infiltration facility is proposed. Model results will be used to size runoff treatment facilities and confirm adequate infiltration capacity based on infiltration testing and geotechnical data (Task 4).
- **Develop Concept Designs:** Develop up to three (3) concept designs (one for each alternative selected in Task 5.1). Depending on the type of alternative, concept designs are anticipated to be developed as follows:
 - **Bio-infiltration swales or regional facilities:** Develop a roll plot in CAD with proposed bioinfiltration facility locations, preliminary sizes, and information on connections to existing drainage infrastructure.
 - **Dispersed BMPs:** Develop the following:
 - ◆ GIS map with recommended installation locations for dispersed BMPs.
 - ◆ Standard detail drawing for dispersed BMPs that the City can use to install dispersed BMPs at multiple locations.
- **Cost Estimates:** Develop planning-level cost estimates for regional and dispersed solutions that consider life cycle costs and maintenance.

- **Prioritize Improvements:** Coordinate with the City to develop a method for prioritizing projects based on risk of contamination to City wells, depth to the SVRP, failures identified at UICs, cost of retrofits eligibility for grant funding, and efficiencies that may be achieved by performing repairs as part of the City's ongoing operations and maintenance program.

Client Responsibility

- Provide comments on the draft deliverables within the agreed upon schedule

Assumptions

- The number of concept designs will be limited to three (3) alternatives
- Method for prioritization of improvements is intended to be flexible based on what method works best for the City. Effort spent on prioritization will be tailored through coordination with the City to fit within the hours defined in the fee estimate.

Deliverables

- Modeling files and/or spreadsheets
- Project summaries, conceptual schematics, and planning level cost estimates
- Rubric for prioritizing projects (Excel)

Task 6 Prepare Report & Action Plan

Objective: The purpose of this task is to develop an action plan that the City can use to implement solutions from this study.

Consultant Services

- Prepare a draft and final report, which will include the following chapters:
 - **Chapter 1. Introduction:** Provide overview of study goals/objectives and outline how goals will be achieved. Define requirements for stormwater management in the study area including relevant regulations and service level goals.
 - **Chapter 2. Existing Conditions:** Describe existing surface and subsurface conditions, data collected, summary of UIC field inspections, drainage areas of concern that were identified, and summary of UIC rule evaluation.
 - **Chapter 3. Hydrology and Modeling:** Describe the modeling approach and assumptions for determining flow rates and volumes, identifying areas with inadequate drywell capacity, and assessing proposed solutions.
 - **Chapter 4. Proposed Improvements:** Provide an overview of the proposed improvements including the process for selecting and prioritizing UIC projects, scope of work for each project, opinion of probable cost, and long-term operations and maintenance considerations.
- Provide a QC review prior to submitting the draft and final report to the City.

Client Responsibility

- Provide consolidated comments (screened for duplicates and conflicting comments) on the outline and draft chapters produced in the task within the agreed upon schedule.
- Comments will be provided using the track changes and comment option in Word.

Assumptions

- The report is assumed to be approximately 50 pages plus appendices.
- Two rounds of review will be required for the report.

Deliverables

- Draft report (Word)
- Final report with track changes showing how comments were addressed (Word)
- Final report in a clean version (PDF)

SCHEDULE

Task	Anticipated Dates
Task 1 – Project Management and Administration	Entire Project March 2025 – March 2026
Task 2 – Define Requirements	March – April 2025
Task 3 – UIC Inventory	April – May 2025
Task 4 – Geotechnical Investigation	June – August 2025
Task 5 – Develop Concepts and Solutions	June – December 2025
Task 7 – Develop Report and Action Plan	December – March 2026

TASK ORDER BUDGET

Task	Fee Estimate
Task 1 – Project Management and Administration	\$33,057
Task 2 – Define Requirements	\$6,835
Task 3 – UIC Inventory	\$36,062
Task 4 – Geotechnical Investigation	\$104,000
Task 5 – Develop Concepts and Solutions	\$130,066
Task 7 – Develop Report and Action Plan	\$39,828
Total Fee Estimate	\$349,848

EXHIBIT C – FEE ESTIMATE

Project Name:	UIC Evaluations & Alternatives Analysis in Wellhead Protection Zones
Client:	City of Spokane
Prime Consultant:	Osborn Consulting, Inc.
Contract Number:	

	Osborn				GeoEngineers	Total Fee Estimate
	Hours	Expenses	Mileage	Fee Estimate ¹	Fee Estimate	
Project Tasks			\$0.70			
Task 1: Project Management & Administration						
Project Kick-Off Meeting	6					
Project Check-In Meetings with City	-					
Bi-weekly Check In	13					
Monthly Full Team Check In	48					
Project Setup/Close out	4					
Coordinate and Manage Project Team	39					
Manage Project Schedule	9					
Manage SharePoint Site	6					
Invoicing / Status Reporting	29					
Total Hours	154	\$ -	\$0	\$ 33,057	\$ -	\$ 33,057
Task 2: Define Requirements						
Define Requirements	-					
Identify and Summarize Applicable Requirements	19					
Customize Requirements	19					
Total Hours	38	\$ -	\$0	\$ 6,835	\$ -	\$ 6,835
Task 3 Develop UIC Inventory						
Data Review	-					
GIS Data	21					
Drainage Complaint Information	14					
Maintenance Information	14					
Drainage System Data	14					
Existing Contamination	14					
Data Inventory	45					
Site Visit Plans	22					
Site Visits	52		100			
UIC Rule Evaluation	20					
Total Hours	216	\$ -	\$70	\$ 36,062	\$ -	\$ 36,062
Task 4 Conduct Geotechnical Field Work						
Database of Existing Geotechnical and Hydrogeologic Information	-				\$ 25,000	
Drilling Exploration	-				\$ 65,000	
Recommendations and Reporting	-				\$ 14,000	
Total Hours	0	\$ -	\$0	\$ -	\$ 104,000	\$ 104,000
Task 5 Develop Concepts and Solutions						
Task 5.1 Develop Preliminary Alternatives						
Develop Preliminary Alternatives	48					
Alternatives Workshop	82					
QA/QC Review	12					
Task 5.2 Modeling and Concept Design						
Model Bio-Infiltration Swales	70					
Model Proprietary BMPs	70					
Model Regional Facilities	70					
Develop Concept Designs	256					
Cost Estimates	44					
Prioritize Improvements	42					
QA/QC Review	24					
Total Hours	718	\$ -	\$0	\$ 130,066	\$ -	\$ 130,066
Task 6 Prepare Report and Action Plan						
Chapter 1: Introduction - Draft	20					
Chapter 2: Existing Conditions - Draft	24					
Chapter 3: Hydrology and Modeling - Draft	24					
Chapter 4: Proposed Improvements- Draft	24					
All Chapters - Second Draft Version and Comment Responses	40					
All Chapters - Final Version and Comment Responses	40					
QC Review and Formatting	40					
Total Hours	212	\$ -	\$0	\$ 39,828	\$ -	\$ 39,828
Project Total Hours	1,330					

1. A mark-up of 5% is applied to Osborn's expenses which include printing and mileage for site visits.

OCI Subtotal:	\$ 245,848
GeoEngineers Subtotal:	\$ 104,000
Total Fee Estimate	\$ 349,848



< Business Lookup

License Information:

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

Entity name: OSBORN CONSULTING, INC.

Business name: OSBORN CONSULTING, INC

Entity type: [Profit Corporation](#)

UBI #: 602-446-858

Business ID: 001

Location ID: 0003

Location: Active

Location address: 101 S STEVENS ST
STE 103
SPOKANE WA 99201-3703

Mailing address: 1800 112TH AVE NE
STE 220E
BELLEVUE WA 98004-2962

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Nov-30-2025	Apr-25-2019
Spokane Valley General Business - Non-Resident				Active	Nov-30-2025	Jan-19-2021

Owners and officers on file with the Department of Revenue

Owners and officers	Title
---------------------	-------

Owners and officers

Title

OSBORN, TARELLE

PARISH, ROBERT D.

RUPPERT, LAURA

THOMSEN, LAURIE

Registered Trade Names

Registered trade names

Status

First issued

OSBORN CONSULTING

Active

Sep-19-2024

OSBORN CONSULTING, INC

Active

Apr-25-2019

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The Business Lookup information is updated nightly. Search date and time: 2/6/2025 8:37:29 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2024

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

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

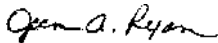
PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below
	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: seattle.plcertrequest@usi.com
INSURED Osborn Consulting, Inc. Attn: Megan Isaacks 1800 112th Avenue NE, Suite 220E Bellevue, WA 98004	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Indemnity Co of America 25666
	INSURER B : Travelers Property Cas. Co. of America 25674
	INSURER C : Travelers Casualty & Surety Co. of Amer 31194
	INSURER D : Travelers Casualty Ins Co of America 19046
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap/EL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6806T82776A2447	07/28/2024	07/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 Stop Gap/EL \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA6T8302042447G	07/28/2024	07/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP6T8299362447 (Follow Form)	07/28/2024	07/28/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N N/A		<input checked="" type="checkbox"/>	UB7T5635132447G	07/28/2024	07/28/2025	<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	Professional Liability		<input checked="" type="checkbox"/>	106565360	07/28/2024	07/28/2025	\$3,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Washington Basin Stormwater; City Clerk's No: OPR 2020-0368/Engineering Project #2017178
Additional Insured & Waiver of Subrogation, as applicable by written contract per forms:
Business owners Additional Insured
Waiver of Transfer of Rights of Recovery Against Others to Us
Primary and Non-Contributory Other Insurance Condition
Business Auto Coverage Enhancement Endorsement.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – "PROFESSIONAL SERVICES" – ARCHITECTS, ENGINEERS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Professional Services
"Bodily injury" or "property damage" arising out of the rendering of or failure to render any "professional services".
2. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
Professional Services
"Personal injury" or "advertising injury" arising out of the rendering of or failure to render any "professional services".
3. The following is added to the **DEFINITIONS** Section:
"Professional services" means any service requiring specialized skill or training including the following:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. 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 and retrospective premiums 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.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. 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 V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
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A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

- 1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

- 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and**
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.**

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/17/2025
		Clerk's File #	OPR 2025-0184
		Cross Ref #	
		Project #	
Submitting Dept	STREETS	Bid #	RFP 6291-25
Contact Name/Phone	CLINT HARRIS 625-7744	Requisition #	CR 27286
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	1100 – AUTOMATED PAVEMENT CONDITION SURVEYS		

Agenda Wording

The Street Department is seeking approval for Automated Pavement Condition Survey Services for five-years not to exceed a total amount of \$500,000 (plus taxes as applicable), with annual total cost not to exceed \$150,000.

Summary (Background)

This contract, to be awarded via RFP 6291-25, to Transmap Corporation, 5020 Transamerica Dr, Columbus OH 43228-9335, will be for five (5) years beginning March 1, 2025, and will end on February 29, 2030. There is an option to renew the contract for one (1) additional five-year term. On 1/3/2025, proposals for RFP 6291-25 were received for Automated Pavement Condition Surveys Services. Six (6) proposals were received and evaluated; Transmap Corporation received the highest evaluation score based on evaluation requirements stated in solicitation.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 500,000
Current Year Cost	\$ 150,000
Subsequent Year(s) Cost	\$ 350,000
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 500,000	# 1100-21700-42300-54101-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	HARRIS, CLINT E.
Division Director	FEIST, MARLENE
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PURCHASING	NECHANICKY, JASON
Distribution List	
Craig Schorling, cschorling@transmap.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	ccafaro@spokanecity.org
tbrazington@spokanecity.org	kaiumu@spokanecity.org
StreetAccounting@spokanecity.org	

Committee Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2/24/2025
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 625-7744
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Automated Pavement Condition Surveys
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Street Department is seeking approval for Automated Pavement Condition Survey Services for five-years not to exceed a total amount of \$500,000 (plus taxes as applicable), with annual total cost not to exceed \$150,000.</p> <p>This contract, to be awarded via RFP 6291-25, to Transmap Corporation, 5020 Transamerica Dr, Columbus OH 43228-9335, will be for five (5) years beginning March 1, 2025, and will end on February 29, 2030. There is an option to renew the contract for one (1) additional five-year term. On 1/3/2025, proposals for RFP 6291-25 were received for Automated Pavement Condition Surveys Services. Six (6) proposals were received and evaluated; Transmap Corporation received the highest evaluation score based on evaluation requirements stated in solicitation.</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>\$500,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000 annually	
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 checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue 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 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? <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

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
CONSULTANT AGREEMENT
Title: AUTOMATED PAVEMENT
CONDITION SURVEYS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRANSMAP CORPORATION**, whose address is 5020 Transamerica Drive, Columbus Ohio 43228-9335 as ("Consultant"), as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to conduct Automated Pavement Condition Surveys; and

WHEREAS, the Consultant was selected from RFP 6291-25, issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2025, and ends on February 29, 2030, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Response to RFP and attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, plus tax if applicable. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

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

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

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

TRANSMAP 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 to this Contract:**
 Exhibit A – Certificate Regarding Debarment
 Exhibit B – Consultant’s Response to RFP

EXHIBIT A

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

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

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

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

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 6291-25
Bid Title Automated Pavement Condition Surveys, Resulting Collected Data Must Be Format Compatibility With StreetSaver Pavement Management System
Due Date Monday, January 13, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Transmap Corporation
Submitted By Craig Schorling - Monday, January 13, 2025 12:04:19 PM [(UTC-08:00) Pacific Time (US & Canada)]
 cschorling@transmap.com 614-810-1235
Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER INFORMATION			
	1	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Howard Luxhoj, PE 614-886-4100 hluxhoj@transmap.com
	2	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.	Howard Luxhoj, PE 614-886-4100 hluxhoj@transmap.com
PROPOSER ACKNOWLEDGMENTS AND DOUCUMENTS			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	3
	1.1	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.	

2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
3	Proposer agrees and acknowledges compliance with Terms and Conditions in 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
3.1	EXCEPTION: If you took exception to above, upload here.	
3.2	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 in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
4	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
5	Upload Cover Letter Here:	Letter_of_Submittal_Transmap.pdf
5.1	Upload Technical Proposal Here:	Technical_Proposal_Transmap.pdf
5.2	Upload Management Proposal Here:	Management_Proposal_Transmap.pdf
5.3	Upload Cost Proposal Here:	Cost_Proposal_Transmap.pdf

5.3.1	Complete and Upload Bid Proposal, Attachment 1 of this RFP, Pages 19-21.	Bid_Proposal_Transmap.pdf
6	Proposer acknowledges and agrees with Paragraph 5.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
8	Subcontractors. Proposer shall not award any portion of the Work to any subcontractor without the City's prior approval. The Proposer 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.	No Subcontractors
8.1	Complete and Upload Subcontractor List, Attachment 3 of this RFP, Page 23.	Subcontractors_List_Transmap.pdf
9	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
10	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
11	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
12	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
13	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

Transmap Corporation

City of Spokane RFP #6291-25

Automated Pavement Condition Survey



Project Continuation (2020-2025)

StreetSaver Professionals

Washington State Experience



All lanes, all section analysis



*DISCLAIMER: For display purposes only, graphs with an external CI show Condition Category values based on default PCI Breakpoint values of 70, 50 and 25. Please Note: Historical PCI values are calculated as of 10/1 of the year shown.

January 13, 2025

City of Spokane – Purchasing Department
RFP Coordinator – Rick Rinderle

Re: Request For Proposal NO. 6291-25 Automated Pavement Condition Surveys

Dear Selection Committee,

Transmap Corporation is excited to present our unique and innovative approach to the City of Spokane's Request for Proposal for the Automated Pavement Condition Surveys. The resulting data must be formatted in compatibility with [the](#) StreetSaver pavement management system. As we celebrate our 30th anniversary, we remain dedicated and committed to providing the services necessary to meet the City's specific needs.

Since our founding in 1994, Transmap has been an innovator in revolutionizing pavement and asset management. What sets us apart is our comprehensive all-lane, all-section analysis covering the entire roadway, an innovative approach within our industry. Our strong partnerships and strategic alliances with leading machine vision, LiDAR, and pavement laser scanner manufacturers provide us with cutting-edge data acquisition technologies. We take immense pride in maintaining the most modern fleet of advanced pavement, sidewalk/trail, and roadway asset data collection systems.

Since we have performed and completed four pavement condition surveys for the city from 2020 - 2024 and successfully formatted all distress data with StreetSaver, the 2025 - 2030 projects would be a continuation of the 2020 - 2024 projects.

- **Washington State Experience:** Spokane (x4), Pasco, Issaquah (x2), Sammamish (x2), Shoreline (x3), Burien, Covington, Duvall, King County
- **Team:** Our team includes PhDs, Florida PEs, and GISPs on staff – Same team as the 2020-2024 projects
- **Leading Technology Focused:** LCMS4m - Pano 360 camera - Velodyne HD LiDAR (easy-to-use standard LAS file) – **100% all lane collection, 100% all section analysis**
- **Advanced Inspections:** Data to support pavement managers – Pavement Thickness (GPR), Structural Condition Index (SCI), LCMS Orthophotography, True Area, LiDAR (Assets)
- **Web-Based Viewer:** Our interactive web-based GIS platform is called SLICER – We set this up for all our clients that house our image viewer
- **GIS Integration: Esri Public Works Solutions Partner since 1999;** historical data integration; centerline integrated with data; street/crack map orthophotography as standard MrSID files
- **StreetSaver Professionals:** Official StreetSaver consultant - Our data can be formatted for any pavement analysis system – Our distress data is formatted in ASTM 6433 standards, and we will deliver all data in a StreetSaver loader file – In 2024, we conducted StreetSaver training for the City of Upland, CA
- **Litigation Support:** Expert witness Panama City vs FEMA – Panama City awarded \$41 million – Our PCI was used to fight FEMA for more funding from Hurricane Michael – Howard Luxhoj, PE, was an expert witness and proved that the ASTM D6433 PCI is an approved method for pavement analysis and in the end, FEMA agreed

Firm Facts

- Spokane pavement experience – 2020-2024 project continuation through 2030
- StreetSaver formatting experts
- ASTM D6433 specialist
- 100% all lane, all section data analysis
- Vast Washington State experience
- Geotagged distress – coordinate Data/Length/Width/Depth – GIS Format
- All projects collected with all sensors (panoramic camera, LiDAR, LCMS, 2 GPS antennas) at no additional cost
- 30 years of pavement/asset experience with small/large municipalities and small/large counties
- SLICER – Web-based GIS viewer – 20-year esri partnership

Transmap Corporation is a duly registered corporation based in Columbus, Ohio. We will operate from our Columbus, Ohio office. We confirm that no current or former city employees have been employed by Transmap Corporation. Additionally, we are committed to adhering to all terms and conditions outlined in the Request for Proposal.

If you have any questions regarding the Transmap Corporation proposal, please contact Howard Luxhoj.

Contact Information

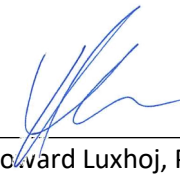
Howard Luxhoj, PE
Transmap Corporation
5030 Transamerica Drive,
Columbus, OH
614-886-4100
hluxhoj@transmap.com

Please visit our modernized website, transmap.com

Best regards,
Transmap Corporation



Craig Schorling, GISP
Client Services Manager/Vice President
614-537-6297/cschorling@transmap.com



Howard Luxhoj, PE
Project Principal/President/CEO
614-886-4100/hluxhoj@transmap.com

EXECUTIVE SUMMARY

Transmap Corporation brings a unique blend of experience and expertise to the table. Our unparalleled understanding of municipal and county roadway systems, coupled with our exceptional large-scale data collection, analysis, and legacy integration skills, sets us apart. Our diverse portfolio spans 40 to 6000 miles of municipal projects, showcasing our adaptability and versatility. Our core team of project principals, project managers, and client service managers have worked together on every pavement management project for over 27 years. The 2025-2030 projects will be a continuation of the 2020 -2024 projects with the same Transmap team.

Our technology is cutting-edge. Since 2014, we've been system integrators for Pavemetrics. We were the first in the nation to integrate the Laser Crack Measuring System (LCMS) 4m and utilize LCMS 2 systems. Our Pano 360 camera is state-of-the-art, and we recently upgraded our fleet to Ladybug 6 - 72MP panoramic cameras, which provide more pixels and better data for asset condition analysis. Additionally, our GPS Core Timing solution, powered by Hexagon-Novatel hardware, is the most accurate in the industry.

We will format using the ASTM D6433 standards and provide a StreetSaver loader file, just as we did for the 2020-2024 projects. Our standard field data collection includes all lanes and all sections; we do not simply drive a “test mile” like other firms. We have been Esri business partners in public works for over 20 years. Our data is all inherently in Esri format and can be easily imported into ArcGIS.

Northwest Projects

City of Pasco, WA 2024/2025	City of Spokane, WA 2020-2025	King County Parks, WA 2017, 2025	City of Post Falls, ID 2022
City of Burien, WA 2021	City of Covington, WA 2019	City of Sammamish, WA 2016, 2021, 2022	City of Twin Falls, ID 2015,2019,2022,2024
City of Duvall, WA 2023	City of Issaquah, WA 2022	City of Shoreline, WA 2014, 2021, 2025	City of SeaTac, WA 2008
City of Bozeman, MT 2013	Missoula County, MT 2019	City of Helena, MT 2018, 2021, 2025	City of Grants Pass, OR 2018

TRANSMAP VS OTHERS

The table below showcases the distinct qualities that make Transmap a leader in our industry. While many competitors claim to provide similar services, Transmap truly stands out through our unwavering commitment to quality, precision, and expertise. Our approach combines advanced technology with a highly skilled team, ensuring clients receive accurate, dependable data and insights. This dedication to excellence defines Transmap as a trusted industry leader.

Transmap

- ⇒ Project continuation (Spokane)
- ⇒ 100% all lanes, all sections collected and processed
- ⇒ StreetSaver formatting experts (loader file)
- ⇒ ASTM D6433 specialist
- ⇒ No additional cost to collect assets
- ⇒ AI/Machine vision – faster delivery
- ⇒ Spokane owns the data
- ⇒ LCMS 4m/32-72mp panoramic cameras/LiDAR

Others

- ⇒ No Spokane experience
- ⇒ Samples (30%) test mile
- ⇒ Garbage in garbage out
- ⇒ Unverified StreetSaver loader files
- ⇒ Windshield survey/clipboards
- ⇒ No data ownership
- ⇒ Higher cost for less data
- ⇒ Camera-based distress (shadows)/Low resolution NO Lidar

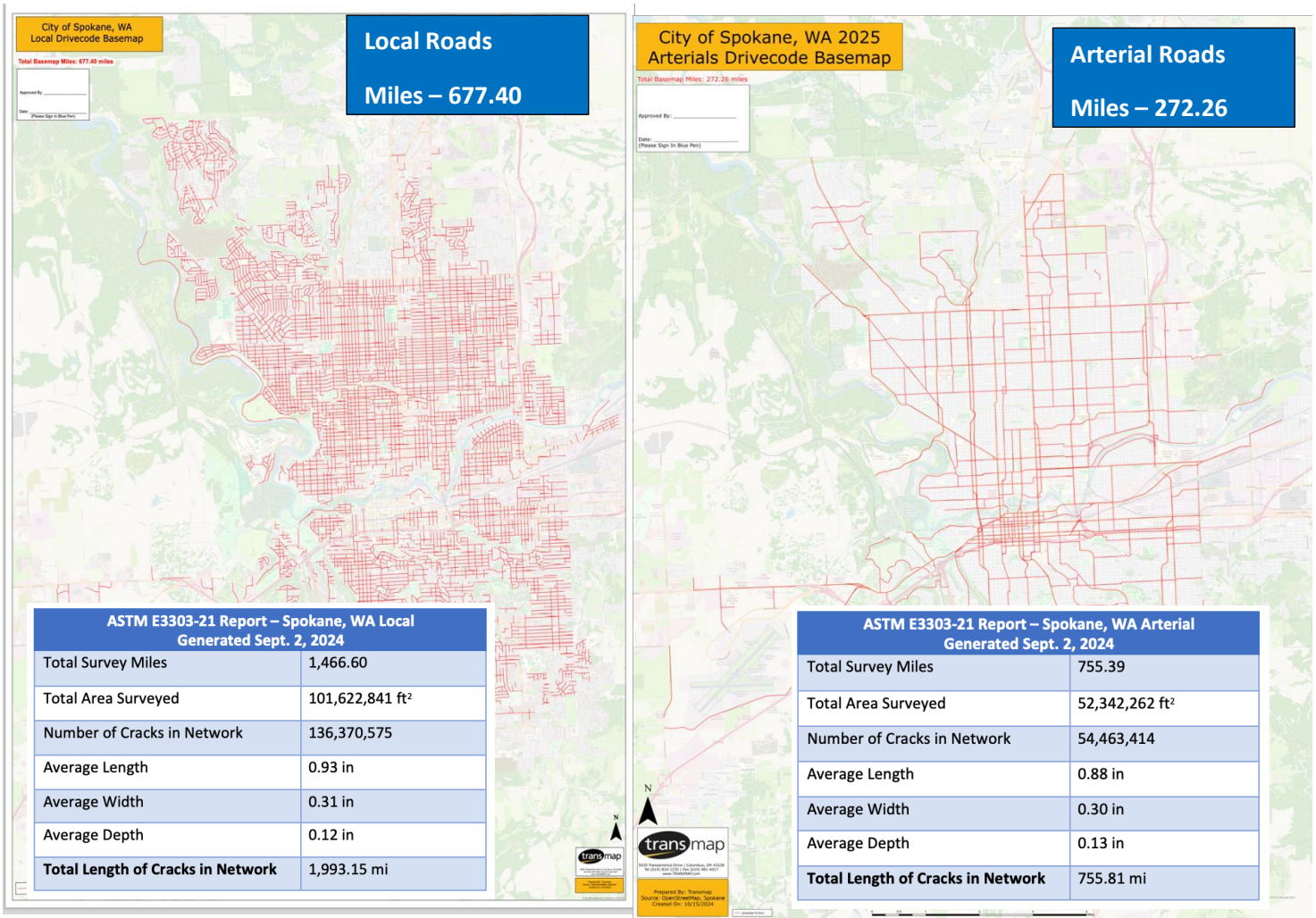
In conclusion, we take great pride in collecting and delivering data for our projects. We understand that the quality of the underlying data is crucial to the success of any project—the principle of "garbage in, garbage out" rings true. That's why we provide all the raw data used to develop our final reports, allowing agencies full transparency into how pavement conditions are calculated. This commitment to accuracy and transparency ensures our clients can trust the accuracy and integrity of our results.

PROJECT UNDERSTANDING

Transmap understands that the agency is looking for qualified firms to provide pavement assessment services so it can make intelligent decisions about maintaining its paved roads. The agency also asks the firm to format distress data into the agency’s pavement management system, StreetSaver.

With at least 30 years of roadway pavement/asset management experience, Transmap is well-equipped to meet the agency’s needs. Our experienced team can handle the data collection and StreetSaver formatting for approximately 267 miles of arterial roads and 727 miles of local roads within the City of Spokane. We provided these services to the city in 2020, 2021, 2023 and 2024. All four inspections were successfully formatted and loaded into StreetSaver. In 2023 and 2024, Transmap also extracted sidewalks and ADA ramps for the city and delivered them in GIS format. The 2025 – 2030 projects will be a continuation of the 2020 – 2024 projects that we delivered on time and within budget.

Our 2020-2024 project setup and deliverables are below. We collected on all lanes all section of both networks.



2020 – 2024 PROJECT DELIVERABLES

2021 Deliverables		
• Paper maps	• PDF maps	• Spreadsheets
• GIS files	• Hard drive	• LCMS MrSID (GIS)
• StreetSaver loader file	• Crack Intelligence map (cracking hot spots)	• Crack Intelligence report (tabular, summary)
• Crack Intelligence shapefile	• Crack Intelligence map printed	• Crack Intelligence GIS layer
• Image location (GIS)	• Certified mile report	• Project report
• Asset GIS files/Maps	• Delivery drive report	• Driving report
• Ride quality	• All actual panoramic images	• Web-based viewer (web-GIS)

	A	B	C	D	E	F	G	H	I	J	K	L	M
	StreetID	SectionID	InspectionUnit#	InspectionDate	InspectionArea	InspectionLength	DistressType	Severity	DistressSize	NoDistresses	Special		
1	0020	0010	1	7/24/2024	22410	747	Long. & Trans. Cracking	M	1	No	No		
2	0020	0010	1	7/24/2024	22410	747	Long. & Trans. Cracking	L	187	No	No		
3	0020	0010	1	7/24/2024	22410	747	Weathering	L	20638	No	No		
4	0020	0020	1	7/24/2024	11250	375	Long. & Trans. Cracking	M	1	No	No		
5	0020	0020	1	7/24/2024	11250	375	Long. & Trans. Cracking	L	161	No	No		
6	0020	0020	1	7/24/2024	11250	375	Weathering	L	9726	No	No		
7	0020	0020	1	7/24/2024	11250	375	Raveling	M	1	No	No		
8	0020	0030	1	7/24/2024	11250	375	Long. & Trans. Cracking	M	6	No	No		
9	0020	0030	1	7/24/2024	11250	375	Long. & Trans. Cracking	L	356	No	No		
10	0020	0030	1	7/24/2024	11250	375	Weathering	L	9774	No	No		
11	0020	0030	1	7/24/2024	11250	375	Alligator Cracking	L	8	No	No		
12	0020	0040	1	7/24/2024	11250	375	Patch & Util. Cut Patch	L	194	No	No		
13	0020	0040	1	7/24/2024	11250	375	Long. & Trans. Cracking	M	6	No	No		
14	0020	0040	1	7/24/2024	11250	375	Long. & Trans. Cracking	L	423	No	No		
15	0020	0040	1	7/24/2024	11250	375	Weathering	L	9704	No	No		
16	0020	0040	1	7/24/2024	11250	375	Alligator Cracking	L	21	No	No		
17	0020	0050	1	7/24/2024	11250	375	Long. & Trans. Cracking	M	5	No	No		
18	0020	0050	1	7/24/2024	11250	375	Long. & Trans. Cracking	L	388	No	No		
19	0020	0050	1	7/24/2024	11250	375	Weathering	L	9728	No	No		
20	0020	0050	1	7/24/2024	11250	375	Alligator Cracking	L	8	No	No		
21	0020	0060	1	7/24/2024	21000	700	Patch & Util. Cut Patch	M	25	No	No		
22	0020	0060	1	7/24/2024	21000	700	Long. & Trans. Cracking	M	25	No	No		
23	0020	0060	1	7/24/2024	21000	700	Long. & Trans. Cracking	L	1020	No	No		
24	0020	0060	1	7/24/2024	21000	700	Weathering	L	19111	No	No		
25	0020	0060	1	7/24/2024	21000	700	Alligator Cracking	L	31	No	No		
26	0020	0220	1	7/21/2024	19125	375	Alligator Cracking	M	40	No	No		
27	0020	0220	1	7/21/2024	19125	375	Patch & Util. Cut Patch	M	200	No	No		
28	0020	0220	1	7/21/2024	19125	375	Long. & Trans. Cracking	M	656	No	No		
29	0020	0220	1	7/21/2024	19125	375	Long. & Trans. Cracking	L	1141	No	No		
30	0020	0220	1	7/21/2024	19125	375	Weathering	L	16367	No	No		
31	0020	0220	1	7/21/2024	19125	375	Long. & Trans. Cracking	H	246	No	No		
32	0020	0220	1	7/21/2024	19125	375	Rutting/Depression	L	32	No	No		
33	0020	0220	1	7/21/2024	19125	375	Raveling	M	246	No	No		
34	0020	0220	1	7/21/2024	19125	375	Raveling	H	3	No	No		
35	0020	0220	1	7/21/2024	19125	375	Alligator Cracking	H	48	No	No		
36	0020	0220	1	7/21/2024	19125	375	Alligator Cracking	L	492	No	No		
37	0020	0220	1	7/21/2024	19125	375	Alligator Cracking	M	3	No	No		
38	0020	0220	1	7/21/2024	19125	375	Long. & Trans. Cracking	M	496	No	No		
39	0020	0230	1	7/21/2024	19125	375	Long. & Trans. Cracking	L	1071	No	No		
40	0020	0230	1	7/21/2024	19125	375	Weathering	L	16512	No	No		
41	0020	0230	1	7/21/2024	19125	375	Weathering	L	16512	No	No		



StreetSaver Loader File

Transmap Data in StreetSaver

StreetSaver - Sections

Drag a column header and drop it here to group by that column

Edit	Summary	Street ID	Section ID	Street Name	Begin Location	End Location	Lanes	Functional Class	Length	Width	Area	Slab Length
✓		0020	0070	1ST AV - 0020	MAPLE ST	BRIDGE END (W)	3	A - Arterial	308.00	51.00	15768.00	0.00
✓		0020	0080	1ST AV BR (Maple) - 0020	BRIDGE END (W)	BRIDGE END (E)	3	A - Arterial	67.00	51.00	3417.00	0.00
✓		0020	0090	1ST AV - 0020	BRIDGE END (E)	WALNUT ST	2	A - Arterial	86.00	51.00	3366.00	0.00
✓		0020	0100	1ST AV - 0020	WALNUT ST	CEDAR ST	2	A - Arterial	360.00	51.00	18360.00	0.00
✓		0020	0110	1ST AV - 0020	CEDAR ST	ADAMS ST	2	A - Arterial	334.00	51.00	17034.00	0.00
✓		0020	0120	1ST AV - 0020	ADAMS ST	JEFFERSON ST	2	A - Arterial	378.00	51.00	19278.00	0.00
✓		0020	0130	1ST AV - 0020	JEFFERSON ST	MADISON ST	2	A - Arterial	377.00	51.00	19227.00	0.00
✓		0020	0140	1ST AV - 0020	MADISON ST	MONROE ST	2	A - Arterial	374.00	51.00	19074.00	0.00
✓		0020	0150	1ST AV - 0020	MONROE ST	LINCOLN ST	3	A - Arterial	370.00	51.00	18870.00	0.00
✓		0020	0160	1ST AV - 0020	LINCOLN ST	POST ST	3	A - Arterial	375.00	51.00	19125.00	0.00
✓		0020	0170	1ST AV - 0020	POST ST	WALL ST	3	A - Arterial	356.00	51.00	18156.00	0.00
✓		0020	0180	1ST AV - 0020	WALL ST	HOWARD ST	3	A - Arterial	248.00	51.00	12648.00	0.00
✓		0020	0190	1ST AV - 0020	HOWARD ST	STEVENS ST	3	A - Arterial	376.00	51.00	19176.00	0.00
✓		0020	0200	1ST AV - 0020	STEVENS ST	WASHINGTON ST	3	A - Arterial	375.00	51.00	19125.00	0.00
✓		0020	0210	1ST AV - 0020	WASHINGTON ST	BERNARD ST	2	A - Arterial	502.00	51.00	25602.00	0.00
✓		0020	0300	1ST AV - 0020	ERIE ST	IVORY ST	2	MAC - Major Col.	334.00	40.00	13360.00	0.00

StreetSaver - Section Summary: 5380 - 0590

Section Info

Street ID: 5380	Begin Location: PRINCETON AV	Surface Type: A - AC	Lanes: 2	Constructed: 08/10/2007
Section ID: 0590	End Location: 250' N OF PRINCETON AV	Length (ft): 295.00	Width (ft): 30.00	Area (sq ft): 8850.00
Street Name: MAPLE ST - 5380	Functional Class: A - Arterial	Slabs: 0	Slab Length: 0.00	Slab Width: 0.00
Area ID: NW - Northwest	General Code: A1 - Arterial 1	Funding Source:		

Comments:

Curve | Inspections | Inspection History | Events History | M & R | M & R History | Projected Treatments

Deterioration Curve for Pavement Section (5380 - 0590)

The graph shows a Deterioration Curve for Pavement Section (5380 - 0590). The y-axis represents PCI (Pavement Condition Index) from 40 to 100. The x-axis represents distance in feet from 0 to 300. A blue line shows the current PCI, which starts at approximately 95 at 0 feet and drops to about 45 at 300 feet. A green line shows the target PCI, which starts at 100 at 0 feet and drops to about 45 at 300 feet. A yellow dot is marked at approximately 100 feet distance with a PCI of 95.

StreetSaver - Section Summary: 5380 - 0590

Section Info

Street ID: 5380	Begin Location: PRINCETON AV	Surface Type: A - AC	Lanes: 2	Constructed: 08/10/2007
Section ID: 0590	End Location: 250' N OF PRINCETON AV	Length (ft): 295.00	Width (ft): 30.00	Area (sq ft): 8850.00
Street Name: MAPLE ST - 5380	Functional Class: A - Arterial	Slabs: 0	Slab Length: 0.00	Slab Width: 0.00
Area ID: NW - Northwest	General Code: A1 - Arterial 1	Funding Source:		

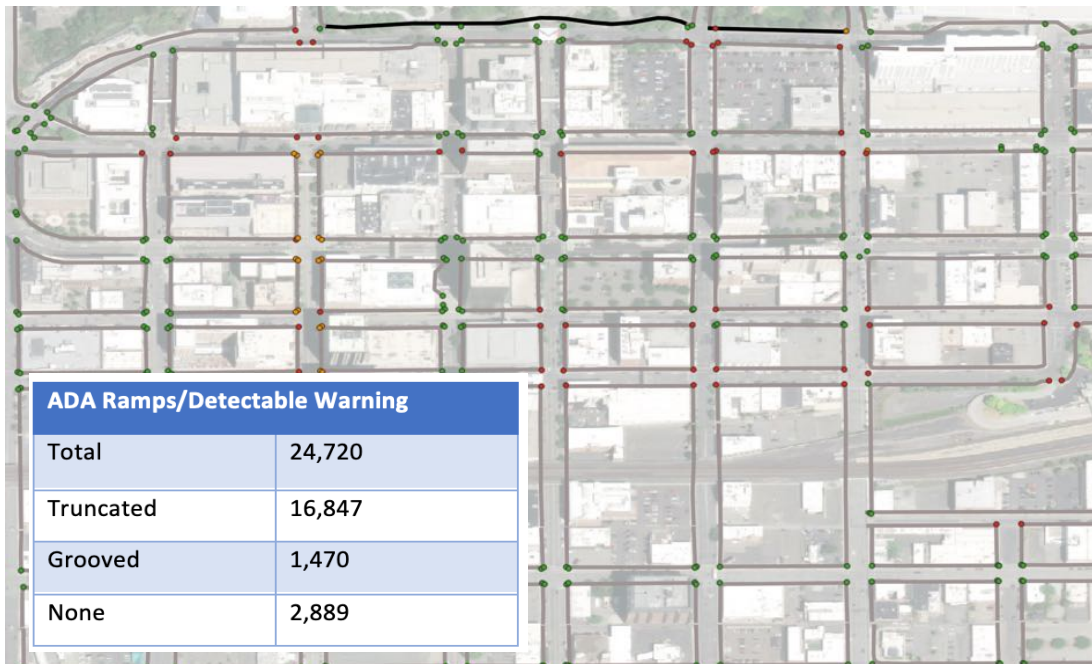
Comments:

Curve | Inspections | Inspection History | Events History | M & R | M & R History | Projected Treatments

Street ID - Section ID	M&R Date	Treatment	Thickness	Area	Cost	New PCI	Old PCI	Comments	Last Modified
5380 - 0590	07/02/1985	THIN AC OVERLAY(1.5 INCHES)	2	0	\$0.00	100	61		04/16/2009 9:53 PM
5380 - 0590	07/02/1983	THICK AC OVERLAY(2.5 INCHES)	4	0	\$0.00	100	60		04/16/2009 10:27 PM
5380 - 0590	10/26/1983	THIN AC OVERLAY(1.5 INCHES)	2	0	\$0.00	100	83		04/16/2009 10:27 PM
5380 - 0590	08/10/2007	RECONSTRUCT STRUCTURE (AC)	7	0	\$0.00	100	45	Data entered after subsequent info...	08/05/2009 3:51 PM
5380 - 0590	07/03/2013	SEAL CRACKS	0	0	\$0.00	92	91		11/14/2013 10:35 AM
5380 - 0590	08/13/2018	SEAL CRACKS	0	0	\$0.00	96	96		12/03/2018 9:53 AM

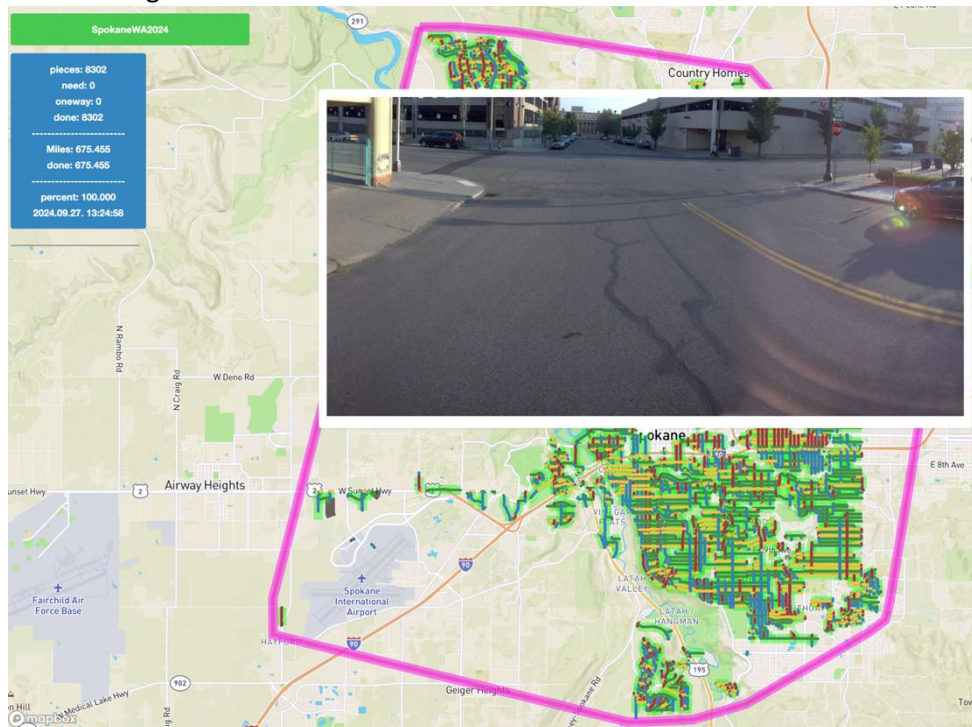
2023/2024 SIDEWALKS ADA RAMPS

Transmap extracted all sidewalks and ADA ramps and suggested ADA ramp locations for local/arterial roads throughout the city. Sidewalk attributes included type, and ADA ramps included detectable warning devices.



SPOKANE WEB-BASED VIEWER

The project viewers are still active, and we will set up a 2025 project viewer so the city can view all images and crack intelligence on our free web service.



Our advanced technologies, expertise, and previous experience with pavement and StreetSaver in Spokane will enhance the city's road maintenance planning, allowing informed decisions about maintaining its roadways in the future. Transmap will use all the same personnel from 2020-2024 for the 2025 project.

STANDARD PROJECT APPROACH

The 2025 pavement condition project will be a continuation of the 2020-2024 projects. Transmap has standardized a project approach based on our 30 years of pavement management experience and subsequent lessons learned. We will use our automated ASTM D6433-21 Pavement Condition Index (PCI), providing comprehensive and objective data on vehicle safety at posted speeds. Our project management approach is based on thorough planning, proactive schedule management, and effective communication, which begins with a kickoff meeting. Following the kickoff, we will prepare the final project plan and data using the agency's feedback. We can format distress data to meet any standard, including ASTM D6433-21. Our data is open source, and we will make sure that our deliveries will seamlessly integrate with the agency's existing StreetSaver database. We have successfully implemented our StreetSaver loader file in our four previous pavement condition projects. Our standard project approach is outlined below and explained on the following pages.

Please visit our blog site (transmap.com/blog) to learn more about our data collection and general roadway definitions.

<i>Calibration slicer.systems</i>	<i>Drive slicer.systems</i>	<i>Verification slicer.systems</i>
<i>Advanced Inspections slicer.systems</i>	<i>Analysis slicer.systems</i>	<i>Quality Control slicer.systems</i>
<i>Reporting slicer.systems</i>	<i>Dashboard slicer.systems</i>	<i>Delivery slicer.systems</i>

<i>Calibration slicer.systems</i>	Drive slicer.systems	Verification slicer.systems
Advanced Inspections slicer.systems	Analysis slicer.systems	Quality Control slicer.systems
Reporting slicer.systems	Assets slicer.systems	Delivery slicer.systems

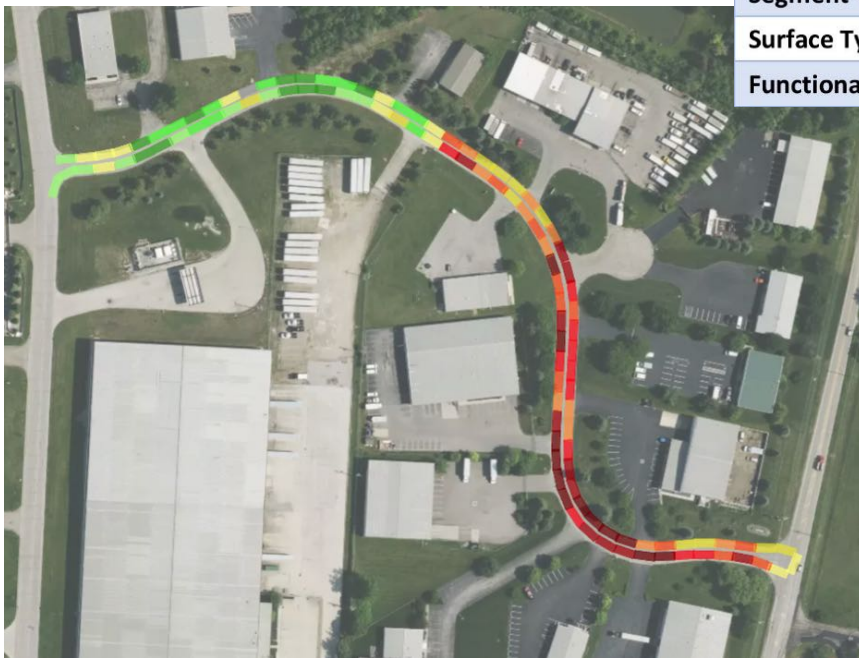
CALIBRATION.SLICER.SYSTEMS

Transmap has set up a calibration site for each system to ensure our data is repeatable. Systems are tested on all Transmap mapping vehicles to ensure that every vehicle can produce the same results, regardless of the project. Transmap has two current calibration sites within 8 hours of 80% of the North American population. Our calibration procedures check all sensors and systems (length, width, height, coordinate, pavement, assets).

Transmap has a calendar wizard that prevents us from missing any quarterly calibration information.



Calibration	
Section Length:	1.3 miles total
Roadway Configuration:	2 segments
Segment Width:	32 ft
Surface Type:	AC (Asphalt Concrete)
Functional Class:	Light Industrial/Heavy truck traffic



System 8 (December 30, 2024)		
Run 1	Run 2	Run 3
0.71mi collected	0.69mi collected	0.69mi collected
206,675 Cracks	202,897 Cracks	200,342 Cracks
Area 49,083 sq ft	Area 47,792 sq ft	Area 47,792 sq ft
0.88% crack free	1.80% crack free	.90% crack free
99.12% cracked	98.20% cracked	99.10% cracked
90.77% Low ASTM cracks	90.62% Low ASTM cracks	90.43% Low ASTM cracks
9.23% Medium ASTM cracks	9.38% Medium ASTM cracks	9.57% Medium ASTM cracks
PASER Avg – 4.16	PASER Avg -4.10	PASER Avg - 4.15

Calibration <i> slicer.systems</i>	Drive <i> slicer.systems</i>	Verification <i> slicer.systems</i>
Advanced Inspections <i> slicer.systems</i>	Analysis <i> slicer.systems</i>	Quality Control <i> slicer.systems</i>
Reporting <i> slicer.systems</i>	Dashboard <i> slicer.systems</i>	Delivery <i> slicer.systems</i>

DRIVE.SLICER.SYSTEMS

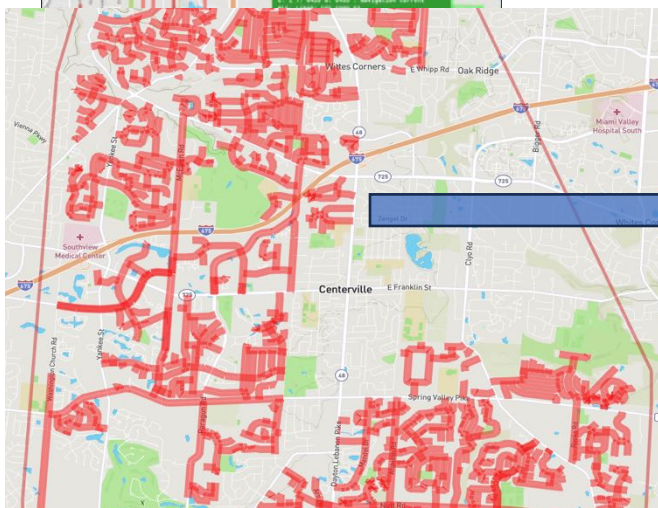
Data collection is unique in every jurisdiction. We developed our SLICER Software Suite to facilitate a standard approach that yields deliverables tailored to our clients’ needs. Our comprehensive software suite relies on street centerline GIS data provided by the Agency to build all successive processes, which include calibration, collection, processing, analysis, and reporting.

We will review the Agency’s road network GIS files that define the extent of the survey and compare them against existing pavement database street segments. If discrepancies exist, they will be noted and reviewed with the Agency before data collection begins. We will load the finalized road network into SLICER, which defines the pavement network segmentation and attribution to be collected, minimizing routing problems and location errors. The GIS files will include attributes such as road section ID, street name, street type, beginning and ending descriptions, and start and end references for each segment. Data collection will then occur using one of our ON-SIGHT data collection vehicles. After data collection, SLICER automatically extracts data from the sensors and combines it with location information and imagery. The output from SLICER will be uploaded to our Guest SLICER access for convenient visualization.



FIELD DATA COLLECTION (LCMS COLLECTION)












The engineering community recommends our approach to field data collection. We collect all lanes in both directions and process 100% of those lanes, unlike other vendors who collect a “Test mile,” which is just one lane and one direction. We use the new third-generation Laser Crack Measurement System (LCMS4m) 3D pavement imaging technology. Pavement surface distresses, including alligator cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas, as well as right of way (ROW) imagery will be collected on a segment-by-segment basis, with each distress captured by type, extent, and severity. The collected data and imagery are then linked to the Agency’s existing GIS data. The 3D



cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433-21, on the pavement surface at speeds up to 65 mph. The versatility of the LCMS technology provides added value to the Agency since the automated pavement condition survey and data collection can be performed at posted speeds without the need for traffic control.

Transmap has upgraded our Ladybug camera to the new Ladybug6 360-degree spherical camera. This 72-megapixel camera has pixel values that are spatially accurate within 2mm at a 10-meter distance, allowing it to extract any Right-of-Way asset accurately.

Transmap is continuously improving our solutions with the newest technology. We have made a significant investment in our technology using our retained earnings, which allows us the resources to deliver projects on time and within budget.

<p>Laser Crack Measuring System (LCMS-4M)</p> <ul style="list-style-type: none"> • 4,000-point laser, full lane width • High-Speed Illuminated Cameras • 100% Coverage • 1mm or 5mm Roadway Profiles 	<p>Laser Crack Measuring System (LCMS2)</p> <ul style="list-style-type: none"> • Laser line projectors • High-Speed Illuminated Cameras • 100% Coverage • 1mm or 5mm Roadway Profiles 
<p>Ladybug 6 Camera</p> <ul style="list-style-type: none"> • Superior color/noise/range • Capable of reading signs across streets • Ultra-Fast Processing • 72 MP  	
<p>High-Definition LiDAR</p> <ul style="list-style-type: none"> • Up to 750,000 per second • 360-degree coverage of roadway • Intensity measurements 	<p>Dual GPS/INS System (GNSS)</p> <ul style="list-style-type: none"> • Real-time solution (1-2 feet) • Integrated with LiDAR, Pano Camera, and LCMS 
<p>Distance Measuring Instrument (DMI) – Wheel Counter</p> <ul style="list-style-type: none"> • External Wheel Counter • High-resolution encoder 	<p>Trail Technology</p> <ul style="list-style-type: none"> • Trail capable • 360 Degree Pano Camera, GPS/INS, LiDAR Sensors • Pavement Distress and trail/roadway characteristics 
<p>ADA Compliance</p> <ul style="list-style-type: none"> • Measures Slope and Run-Slope • GPS/INS Solution • Spherical camera for documentation 	<p>Ground Penetrating Radar (GPR)</p> <ul style="list-style-type: none"> • Pavement Thickness • Raw Thickness Locations • Average Thickness Segment  

Industry-Leading Systems

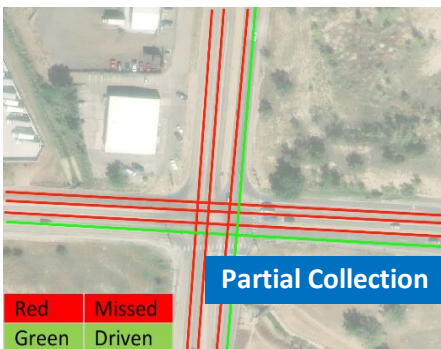
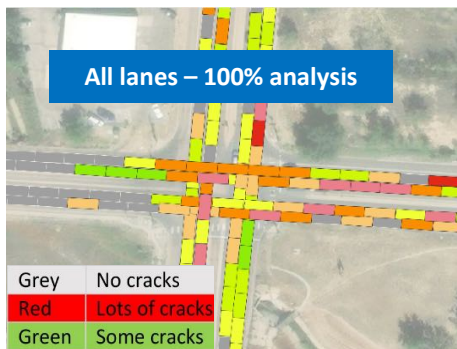
Transmap’s most recent evolution is system 12. This flexible system combines the newest LCMS-4M with the superior image quality of the Ladybug 6 camera.



Calibration <i> slicer.systems</i>	Drive <i> slicer.systems</i>	Verification <i> slicer.systems</i>
Advanced Inspections <i> slicer.systems</i>	Analysis <i> slicer.systems</i>	Quality Control <i> slicer.systems</i>
Reporting <i> slicer.systems</i>	Dashboard <i> slicer.systems</i>	Delivery <i> slicer.systems</i>

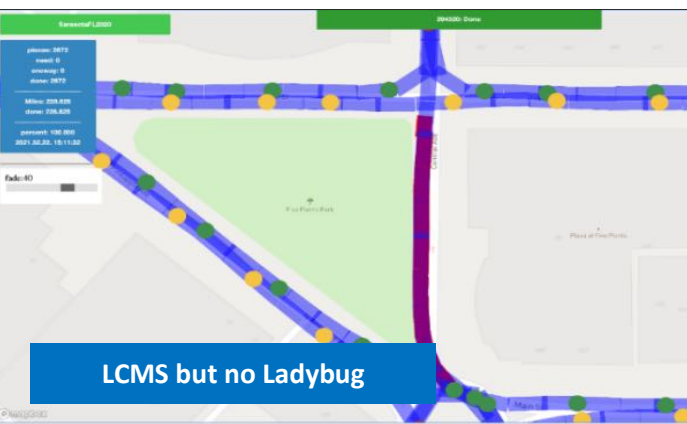
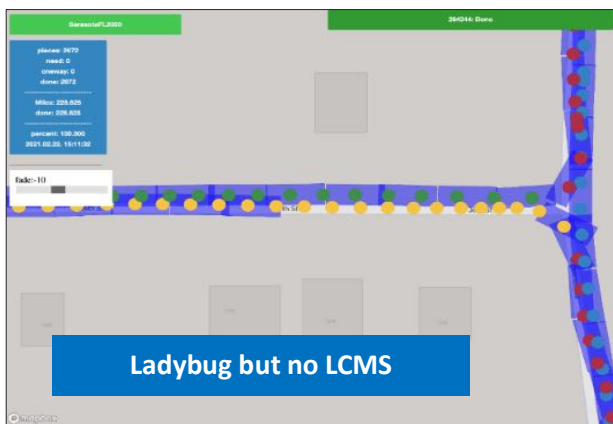
VERIFICATION.SLICER.SYSTEMS

Transmap believes that all-area coverage is essential for producing accurate, relevant, and quality data. What sets us apart in ensuring quality output is our all-lane collection system. For every project, we always have all our sensors active, and we make sure to cover and analyze all road and pavement lanes in both directions. Our verification ensures that 100% of all lanes are driven and LCMS and image data are collected, allowing us to process all of our LCMS data, not just the industry standard 30%



LCMS4M/PANORAMIC IMAGES

To ensure that all systems collected panoramic images and LCMS2 data on all lanes in both directions, Transmap uses a function in SLICER that analyzes the data and lets the Project Manager know if any areas do not have coverage.



Calibration <i>slicer.systems</i>	Drive <i>slicer.systems</i>	Verification <i>slicer.systems</i>
Advanced Inspections <i>slicer.systems</i>	Analysis <i>slicer.systems</i>	Quality Control <i>slicer.systems</i>
Reporting <i>slicer.systems</i>	Dashboard <i>slicer.systems</i>	Delivery <i>slicer.systems</i>

ADVANCED INSPECTION.SLICER.SYSTEMS

Since 2014, Transmap has been building tools utilizing the LCMS hardware to enhance functionality and provide better client delivery. This robust toolset ensures our data's accuracy, timeliness, and completeness. An example of these tools is our crack processing, which allows us to create our ASTM E3303 report.

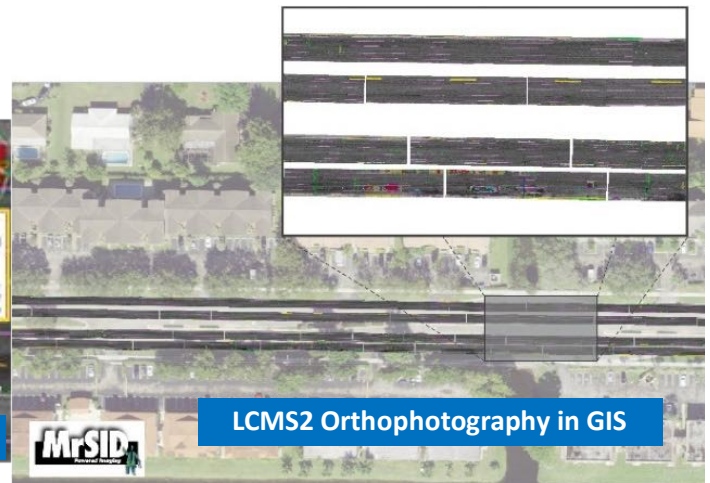
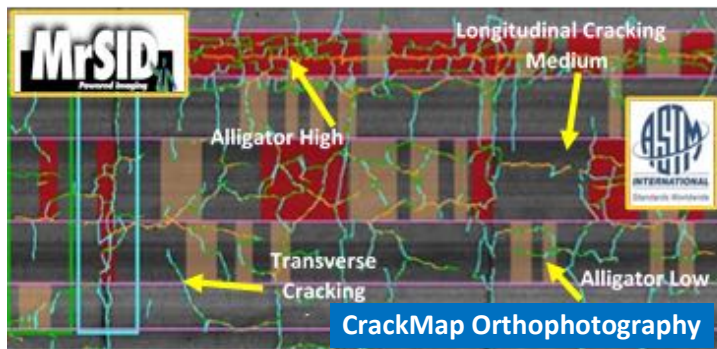
ASTM E3303-21 Report – Spokane, WA Local Generated Sept. 2, 2024	
Total Survey Miles	1,466.60
Total Area Surveyed	101,622,841 ft ²
Number of Cracks in Network	136,370,575
Average Length	0.93 in
Average Width	0.31 in
Average Depth	0.12 in
Total Length of Cracks in Network	1,993.15 mi

LCMS FEATURES: LCMS Models and Delivery

Our standard LCMS collection creates polygons continuously down the travel lane. Our development team has developed a tool to output crack density at user-defined values of 1, 3, and 5-foot increments.

CRACKMAP ORTHOPHOTOGRAPHY

The images below are the MrSID compression files (CrackMap Orthophotography) of LCMS data displayed in map format. Any distress from the LCMS laser measurements is superimposed onto the .jpeg images and laid flat on the centerline. The severity level standards are displayed in colors over the exact location of the cracks to easily distinguish between different pavement severities. The LCMS2 orthophotography can be added as a layer to the agency's ArcGIS environment.



When others purchase an LCMS, they use it based on a wheel counter and only process 10% of the boxes. **We process 100% of the following modules:** Lane marking; cracking; rutting; macro texture; potholes; raveling; longitudinal profile; concrete pavement joint; drop-off curb; sealed cracking; slope and cross slope; pickout; bleeding; man-made object (manholes, covers, drop inlets); patch; pumping

Every pavement distress in the customer's network is captured, analyzed, and categorized for severity.

Calibration <i> slicer.systems</i>	Drive <i> slicer.systems</i>	Verification <i> slicer.systems</i>
Advanced Inspections <i> slicer.systems</i>	Analysis <i> slicer.systems</i>	Quality Control <i> slicer.systems</i>
Reporting <i> slicer.systems</i>	Dashboard <i> slicer.systems</i>	Delivery <i> slicer.systems</i>

ANALYSIS.SLICER.SYSTEMS

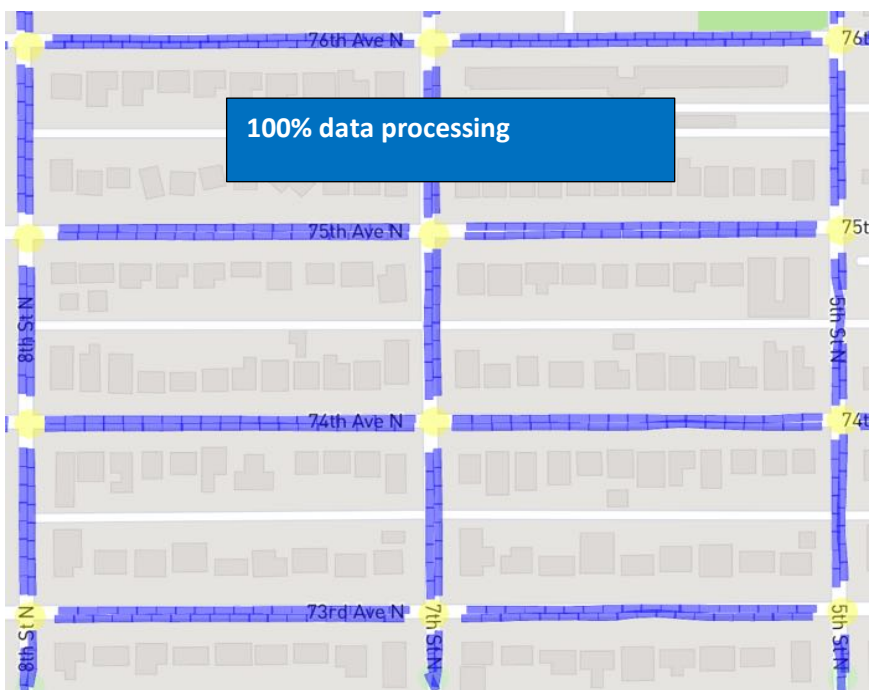
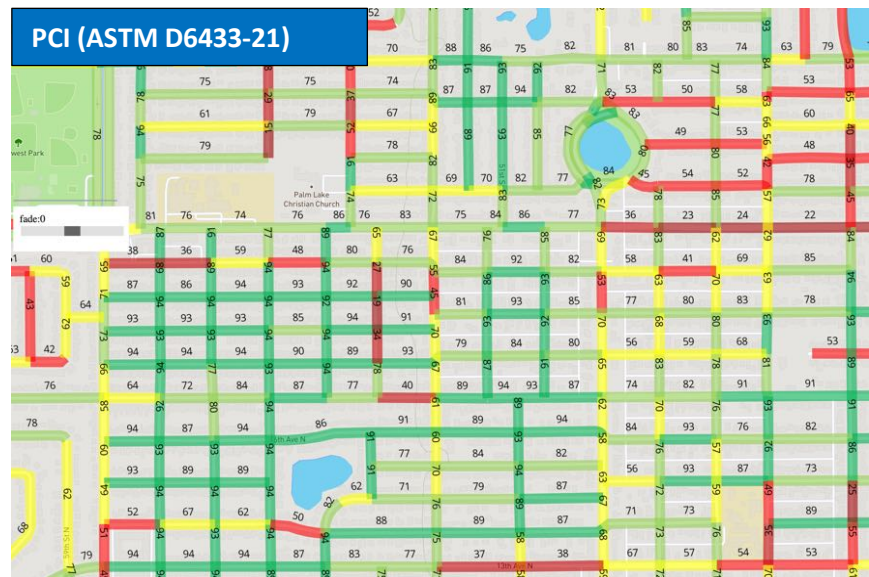
Most vendors say that they can process distress data to produce PCI. **Transmap is the only company that processes all distress data edge-to-edge and all LCMS polygons, not just 10-20% of the data.** A key component to project success is the software utilized to interpret the automated XML data that the sensors produce. Transmap has developed a powerful application called **SLICER** that consumes the LCMS distress data and processes it into quantifiable distress extent and severity



data. The application was designed around the ASTM D6433-21 and ASTM E3303 data collection protocols. **SLICER** was programmed with sophisticated algorithms that use distress density to classify and quantify pavement-related distresses.

In addition to the ASTM algorithm, the application is supplemented with Artificial Intelligence and Machine Learning for identifying edges of lanes, patching, brick crosswalks, and alligator cracking. What is unique is that SLICER can be modified to support other distress formats.

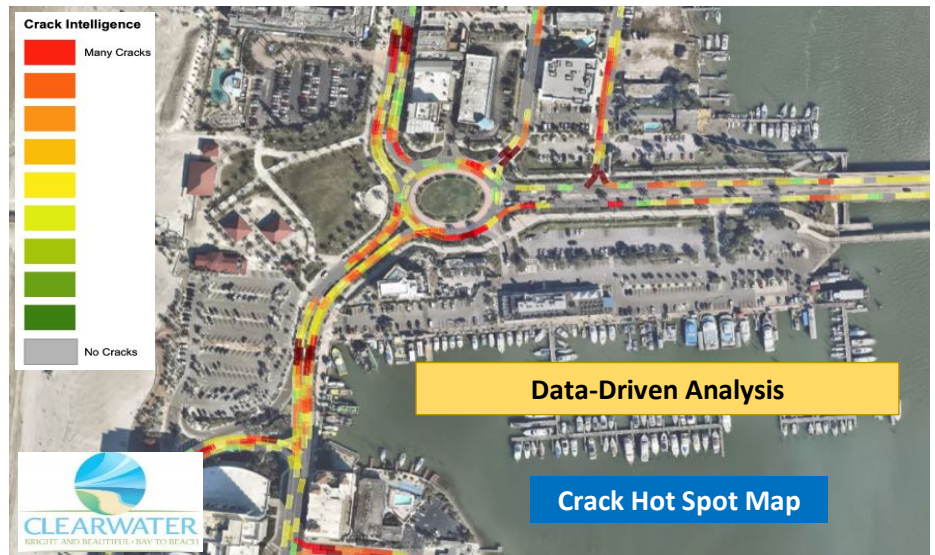
Transmap is unlike other vendors. We start at a project-level assessment using our Project Level ASTM E3303-21. This allows us to see where the system recorded no cracks or excessive cracks. Automated error tracking is used throughout this process. Our data displays LCMS polygons continuously down the road, recording every crack in the system.



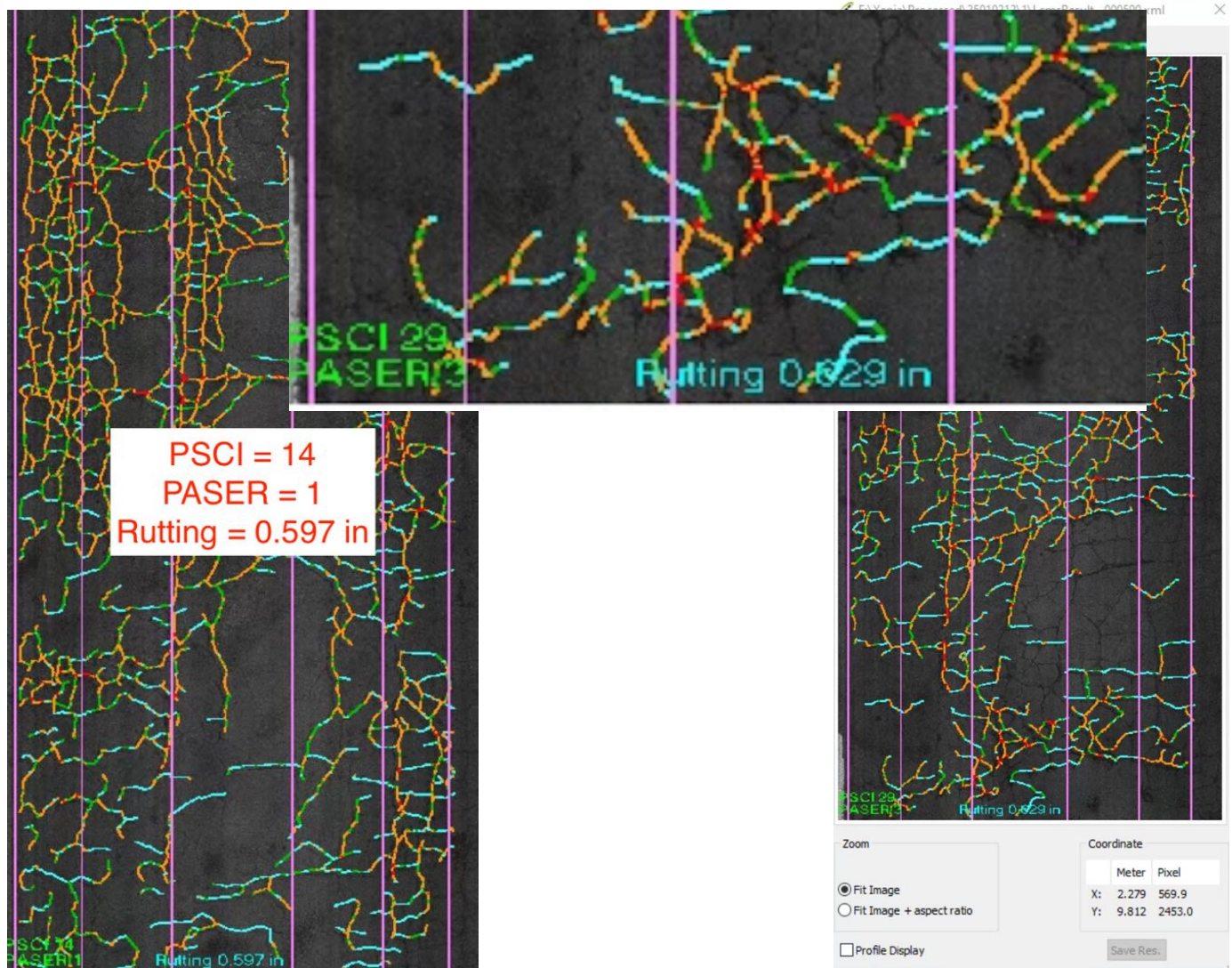
E3303-21 Data

- Grey box (no cracks)
- Red box (high level of cracking)
- Hot spots (every crack in the network)

Transmap can deliver a project-level crack report to our clients, which shows the length, width, depth, and measurements of every crack in a roadway network (100% coverage). This information can also be displayed in ArcGIS as a crack hotspot map.



Our system inherently formats distress data into the automated ASTM E3303 standards. The module computes the Pavement Surface Cracking Index (PSCI) as described in ASTM E3303. The PSCI is calculated from the Pavement Surface Cracking Metric (PSCM), which is the weighted width of cracking divided by the area considered. Below are examples of the PSCI, PASER rating, and rutting automatically processed for each LCMS polygon.



ROUGHNESS DATA

Transmap collects roughness data (displayed at the project and segment levels) that can be shown in a GIS file. The locations causing poor and failed roughness are identified and rolled up to a segment-level roughness score.



Ride Quality - Failed

Utility Adjustment Needed



Ride Quality Distress

- ✱ Bump/Sag (2)
- ⚡ Cracking/Pothole (44)
- Small Patch (5)
- Medium Patch (2)
- ✱ Railroad Crossing (1)
- Utility Adjustment (25)
- Utility Adjustment with Patching (3)



Ride Quality - Failed

Pothole





Ride Quality - RRX

RRX



TRUE AREA

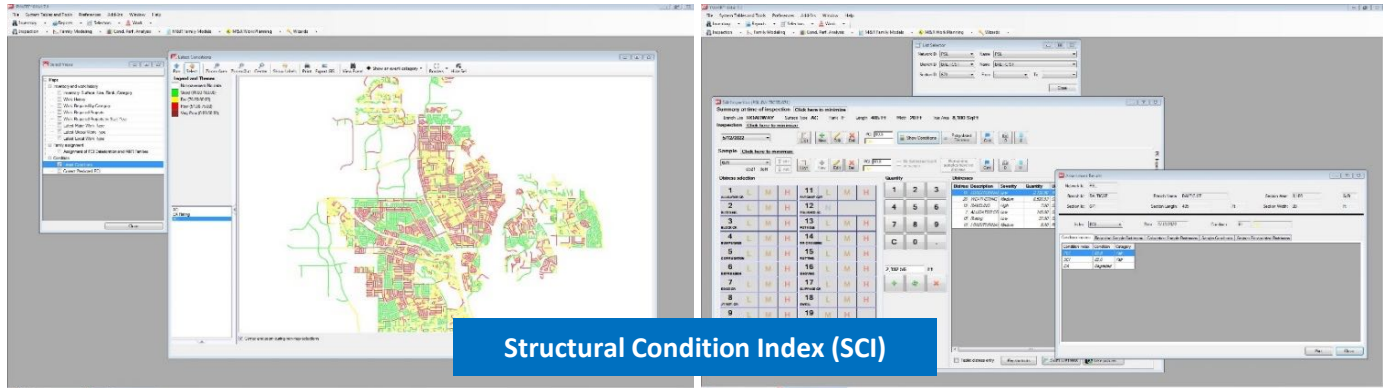
The true area will be an exact pavement width, not just an average width from samples. This will assist the Paving Manager with actual widths to establish repair costs or major maintenance. Transmap will update the pavement centerline and deliver a polygon GIS layer of the true area. Transmap will also GIS integrate the PCI values with the true area.

Average Width Sq Ft	82,706,347
True Area Sq Ft	95,047,160
Area Difference	12,340,813
Percent Increase	14.92%

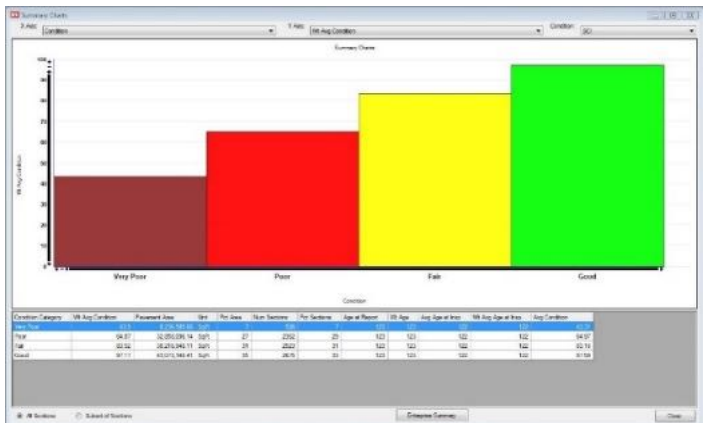
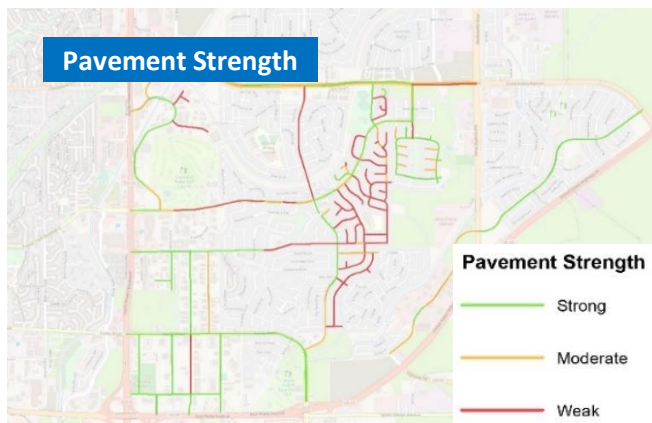


FAST STRUCTURAL

The structural Condition Index (SCI) measures the damage to pavement caused by traffic and loading. Pavement Condition Rating (PCI) is a numerical index between 0 and 100, where 100 is the best possible condition. It is calculated using the PCI procedures defined by a subset of the PC distresses. Transmap can do this for the agency in PAVER.



Structural Condition Index (SCI)

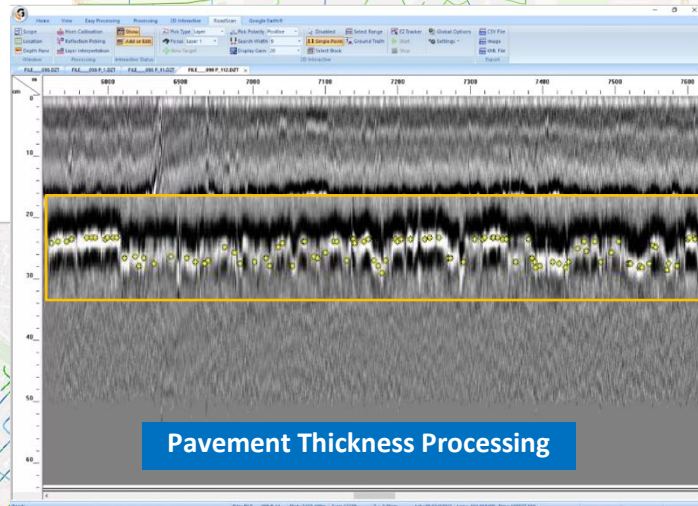
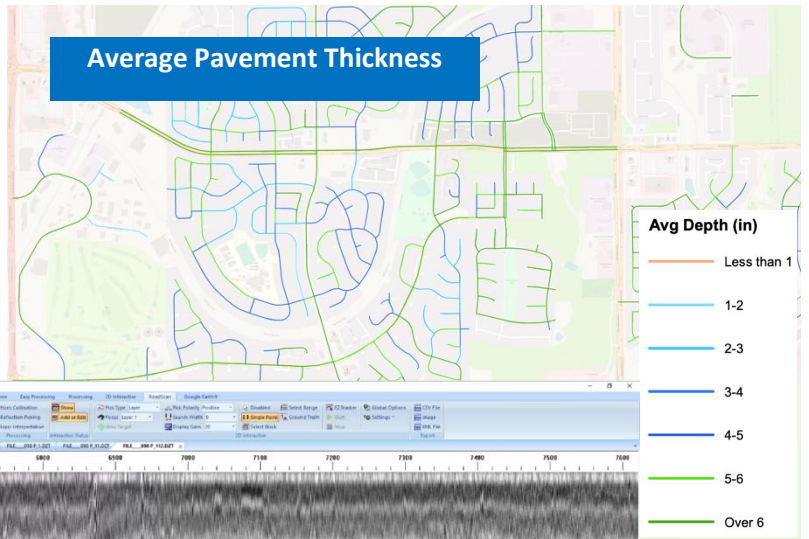
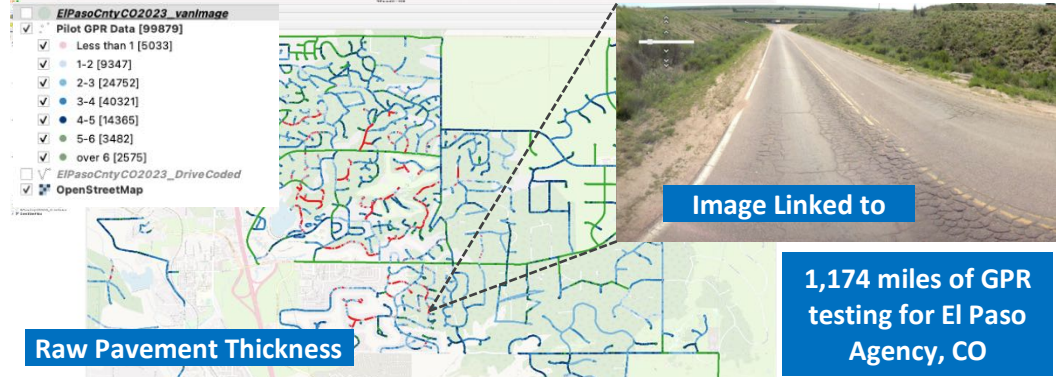


- | | | | |
|---|---|---|---|
| <ul style="list-style-type: none"> Alligator Cracking L, M, H Pothole L, M, H | <ul style="list-style-type: none"> Depression L, M, H Rutting L, M, H | <ul style="list-style-type: none"> L/T Cracking H Slippage Cracking L, M, H | <ul style="list-style-type: none"> Patching M, H |
|---|---|---|---|

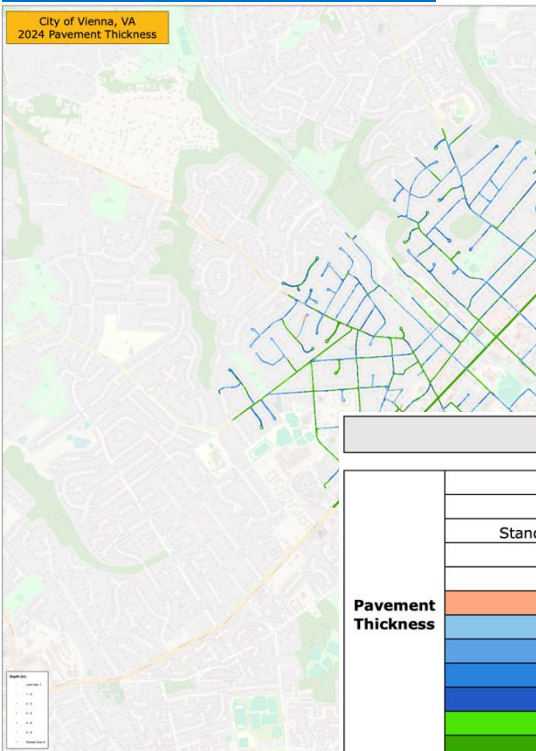
PAVEMENT THICKNESS (GPR)



Transmap will use Ground Penetrating Radar (GPR) to provide an innovative approach to capturing thickness measurements of the existing pavement layers. The thickness data will back-calculate the pavement and subgrade layer module and provide a non-destructive alternative to traditional pavement cores. Data will be collected and processed by ASTM D4748. Since 2002, Transmap has used GPR as a tool for transportation system investigations. This system can provide exceptional clarity of near-surface layering to a signal penetration depth of 24 inches.

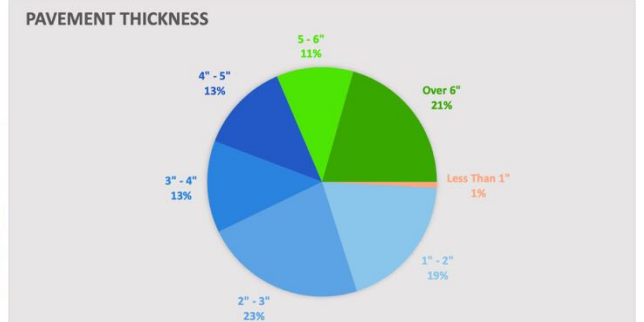


Vienna, VA Pavement Thickness



Vienna, VA - 2024 Pavement Thickness Analysis

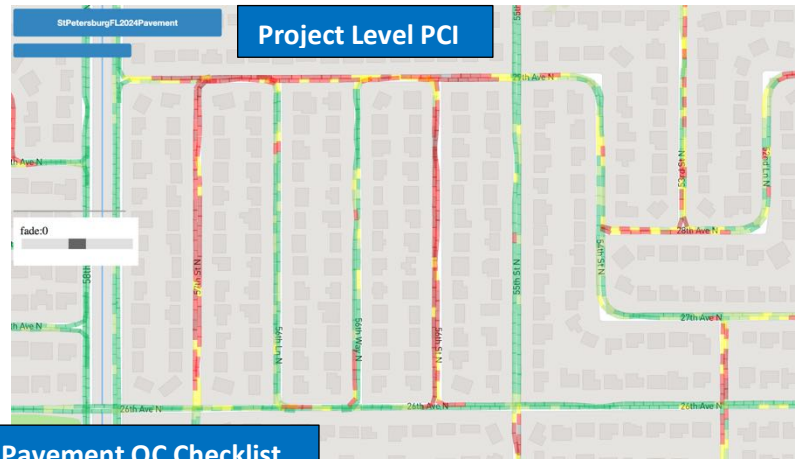
	Mean	4.23
	Median	3.88
	Standard Deviation	3.50
	Minimum	0.01
	Maximum	20.12
Pavement Thickness	Less Than 1"	1%
	1" - 2"	19%
	2" - 3"	23%
	3" - 4"	13%
	4" - 5"	13%
	5 - 6"	11%
	Over 6"	21%



Calibration <i> slicer.systems</i>	Drive <i> slicer.systems</i>	Verification <i> slicer.systems</i>
Advanced Inspections <i> slicer.systems</i>	Analysis <i> slicer.systems</i>	Quality Control <i> slicer.systems</i>
Reporting <i> slicer.systems</i>	Dashboard <i> slicer.systems</i>	Delivery <i> slicer.systems</i>

QUALITY CONTROL.SLICER.SYSTEMS

Once all the distress data is loaded into SLICER and PCI is calculated, Transmap will start our intensive QC process. Transmap can look at project-level PCI data. Since we collect 100% of the distress data, we can turn off certain areas of erroneous data (intersections, paver crossings) to avoid skewing the PCI results.



QUALITY CONTROL METHODOLOGY

Since we are engineers at Transmap, we routinely check 25% to 35% of the segments for repeatability. We use our Project Level Crack Intelligence to see where the system recorded no cracks or excessive cracks. Automated error tracking is used throughout this process. Transmap's data displays LCMS polygons continuously down the road that record every crack in the system. We have written proprietary algorithms that code for the standard deviation between the number of cracks collected and the final PCI for each section. Our procedure checklist shows the high-level procedures that we use on every project.

QA/QC Type	User	Complete	Quantity	Comment
Past Inspection Data				
Recent Work History				
Failed Ride Quality				
Short Segments				
Railroad Crossings				
Concrete				
Unpaved				
Project PCI StdDev				

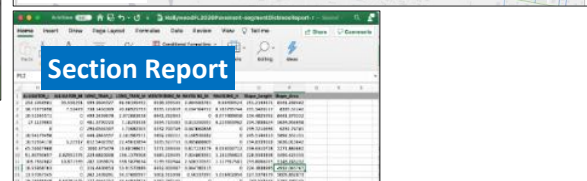
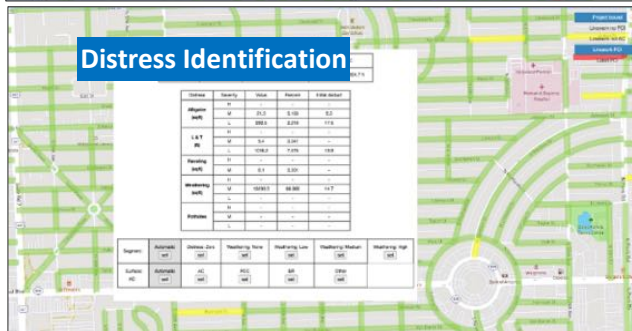
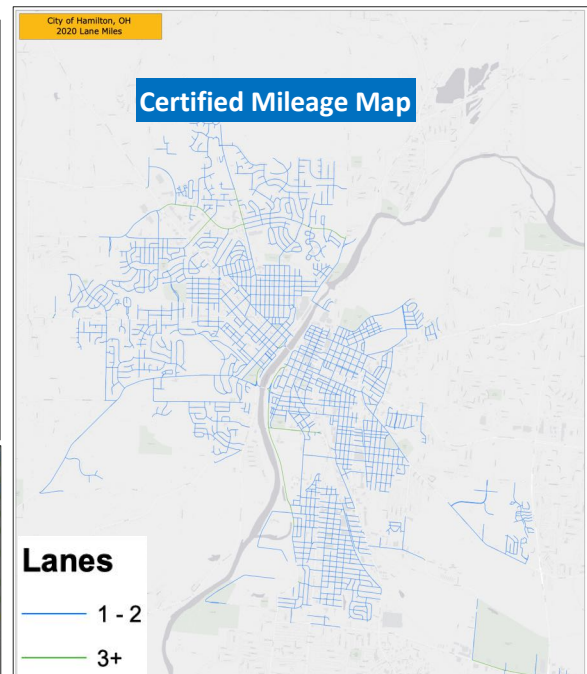
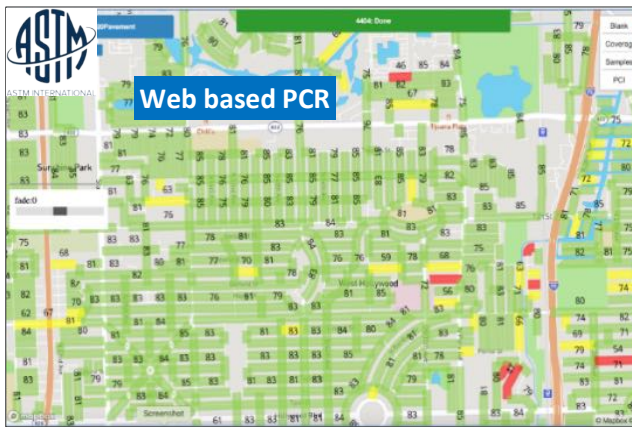
Calibration slicer.systems	Drive slicer.systems	Verification slicer.systems
Advanced Inspections slicer.systems	Analysis slicer.systems	Quality Control slicer.systems
Reporting slicer.systems	Dashboard slicer.systems	Delivery slicer.systems

REPORTING.SLICER.SYSTEMS

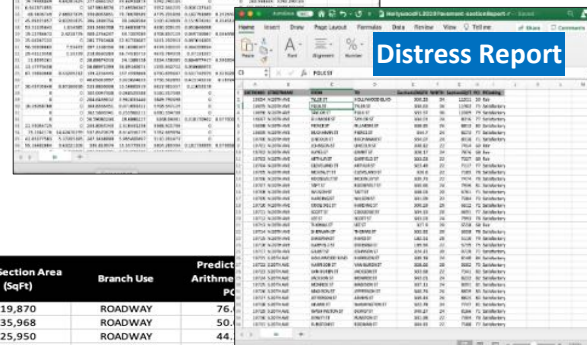
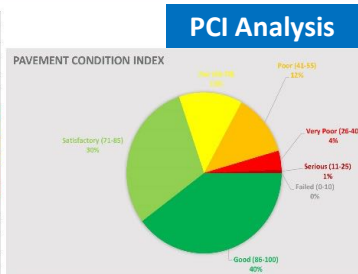
Transmap will prepare a Pavement Condition Report. The report shall summarize the PCI data collected and a final PCI rating for each street.

Our standard reporting consists of PCI data linked to GIS, segment reports, distress reports, and crack intel reports. Transmap's standard reporting will help with the work plan reporting tasks. We will collaborate with the agency to determine a maintenance cost for each segment, utilizing the cost estimates that the Agency will provide.

STANDARD REPORTING



Weighted Average PCI	75.92
Mean	76.19
Median	81
Standard Deviation	18.02
Minimum	11
Maximum	100



Branch ID	Number of Sections	Sum Section Length (ft)	Average Width	Sum Section Area (SqFt)	Branch Use	Predicted Arithmetic PCI
ACKER0001 (ACKERMAN PL)	1	827.91	24.00	19,870	ROADWAY	76.00
ALABA0002 (ALABAMA DR)	1	1,284.57	28.00	35,968	ROADWAY	50.00
ALAME0003 (ALAMEDA DR)	5	754.44	35.20	25,950	ROADWAY	44.00
ALLEY0004 (ALLEY)	1	360.04	10.00	3,600	ROADWAY	23.00
AMSTE0005 (AMSTERDAM DR)	1	1,397.16	22.00	30,738	ROADWAY	26.67
ANGEL0006 (ANGELA AVE)	1	389.84	28.00	11,222	ROADWAY	16.50
ANTRI0007 (ANTRIM CT)	7	1,18.10	30.00	3,543	ROADWAY	0.00
ANTRI0008 (ANTRIM RD)	7	1,830.49	24.29	44,302	ROADWAY	58.29
ARAPAD0009 (ARAPAH DR)	3	1,683.25	26.67	46,084	ROADWAY	24.33
ARENA0010 (ARENA CT)	1	212.00	26.00	5,512	ROADWAY	41.00
ARIZO0011 (ARIZONA CT)	1	354.16	24.00	8,500	ROADWAY	57.00
ARKANA0012 (ARKANSAS DR)	2	1,248.35	27.00	34,129	ROADWAY	73.50
ARLIE0013 (ARLIE CT)	1	258.77	26.00	6,728	ROADWAY	27.00
ARLIND0014 (ARLINGTON DR)	5	1,748.37	26.00	45,457	ROADWAY	46.40

Branch Report

CLIENT CUSTOMIZED REPORTING

Transmap will provide different funding program scenarios based on the availability of funds and/or the useful life of roadways. Transmap will also prepare customized reporting for the agency, including a 5-year work plan based on the performance models we will create from current and historical data. Transmap will use the agency's maintenance treatments and treatment costs to create separate families of roads based on the agency's classifications. Transmap will run typical and client-customized work plan scenarios.

Enhanced scenarios include:

- Zero budget (Do nothing)
- Unconstrained budget (Fix-All)
- Current budget
- Maintain PCR budget
- Presentation strategies
- Council districts
- Neighborhoods
- Maintenance Zones

Reporting Dashboard	
PMS Report Date	November 2021
Number of Miles in Network	521.92 Roadway & 9.94 Alley C/L Miles
Network Value	\$829.7M
Cost to Fix Everything	\$99.2M
Average Network PCI	65
Work Planning Horizon	5-Years
Do-Nothing Budget Scenario	Arterial/MCollector/Industrial PCI = 54 mCollector/Local PCI = 45 Alleys PCI = 10
Consequence of Maintaining Current \$8.2M Budget (Distributed by SY)	Arterial/MCollector/Industrial \$2.029M - PCI = 98 mCollector/Local \$6.114M - PCI = 56 Alleys \$57K - PCI = 22
Budget to Maintain Network	Arterial/MCollector/Industrial \$2.813M mCollector/Local \$11.618M Alleys \$107K
Budget to Raise PCI	Arterial/MCollector/Industrial \$3.514M mCollector/Local \$14.959M Alleys \$164K

Table 2.8 – Minor Collector/Local Asphalt Roads \$6.114M Annual Budget Consequences

Year Beginning January 2022	Preservation Treatment Budget	Conventional Treatment Budget	PCI at Year End	Deferred Maint.
2022	\$16,000	\$6,098,000	64	\$75,400,000
2023	\$11,000	\$6,103,000	62	\$77,500,000
2024	\$78,000	\$6,036,000	60	\$80,900,000
2025	\$575,000	\$5,539,000	58	\$83,200,000
2026	\$612,000	\$5,502,000	56	\$87,000,000



Figure 2-8 – Minor Collector/Local Asphalt Roads \$11.618M Annual Budget to Maintain PCI 64

Table 2.6 Collector/Local Asphalt Roads \$13.637M Annual Budget Consequences

Year Beginning July 2022	Preservation Treatment Budget	Conventional Treatment Budget	PCI at Year End	Deferred Maint.
2022	\$0	\$13,637,000	71	\$65,600,000
2023	\$0	\$13,637,000	72	\$63,500,000
2024	\$0	\$13,637,000	71	\$58,300,000
2025	\$0	\$13,637,000	71	\$49,500,000
2026	\$0	\$13,637,000	72	\$36,000,000

Table 2.5 – Principle/Arterial Asphalt Roads \$3.363M Given Annual Budget

Year Beginning July 2022	Preservation Treatment Budget	Conventional Treatment Budget	PCI at Year End	Deferred Maint.
2022	\$0	\$4,440,000	74	\$26,600,000
2023	\$0	\$3,363,000	73	\$25,600,000
2024	\$0	\$3,363,000	72	\$24,300,000
2025	\$0	\$3,363,000	71	\$22,800,000
2026	\$0	\$3,363,000	70	\$21,500,000

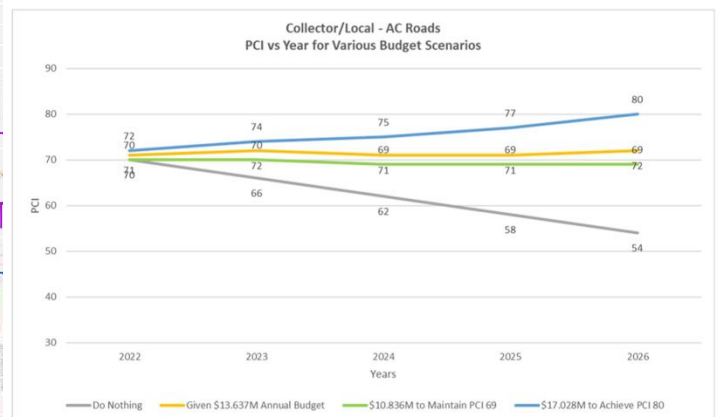
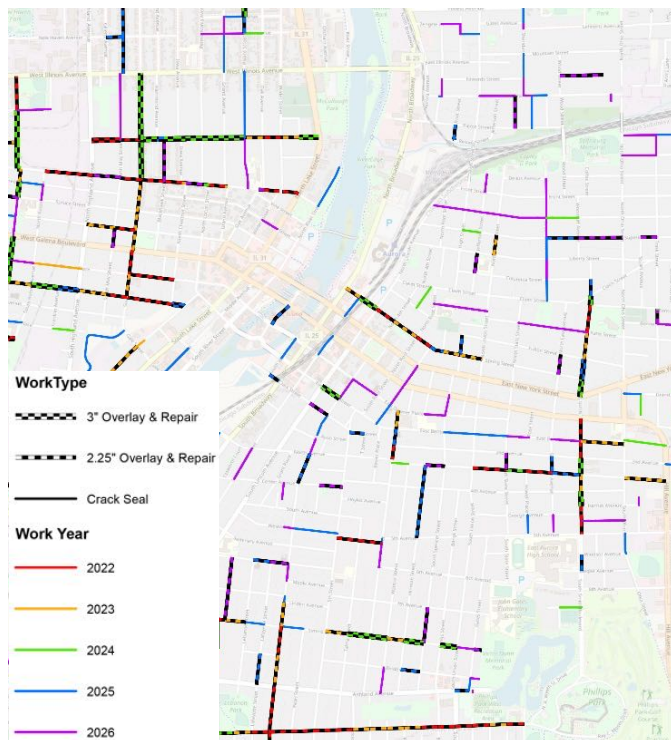


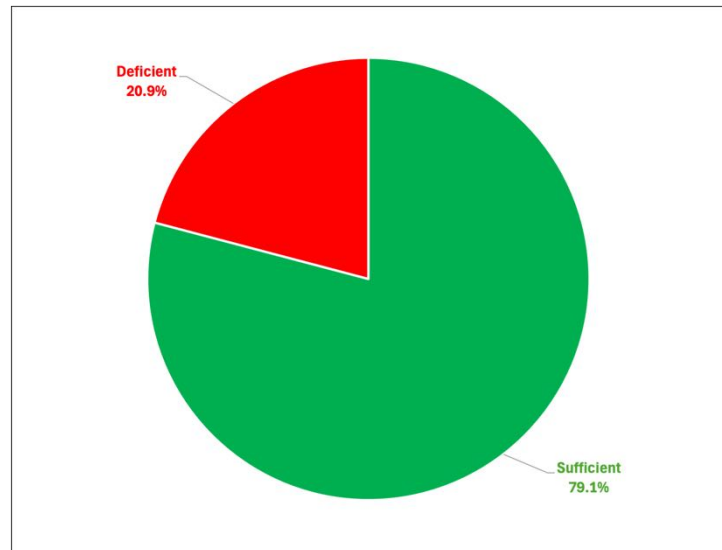
Figure 2-10 – Collector/Local Asphalt Roads Scenarios Summary

Calibration <i> slicer.systems</i>	Drive <i> slicer.systems</i>	Verification <i> slicer.systems</i>
Advanced Inspections <i> slicer.systems</i>	Analysis <i> slicer.systems</i>	Quality Control <i> slicer.systems</i>
Reporting <i> slicer.systems</i>	Dashboard <i> slicer.systems</i>	Delivery <i> slicer.systems</i>

DASHBOARD.SLICER.SYSTEMS

We have a unique ability to create quick and easy dashboards to express our data results. These dashboards are excellent tools when presenting results to clients and the city council.

- PCI dashboards
- Reporting dashboards
- Lane mile dashboards
- Cracking dashboards



Reporting Dashboard	
PMS Report Date	December 2021
Number of Miles in Network	907.23 C/L Miles
Network Value	\$1.41B
Cost to Fix Everything	\$130.84M
Average Network PCI	Principle/Arterial (AB) - 75 Collector/Local (CE) - 69
Work Planning Horizon	5-Years
Roadway Families	Principle/Arterial (AB) & Collector/Local (CE)
Do-Nothing Budget Scenario	PCI= 59 & 54 after 5-Years
Current \$17M Annual Budget (AB-\$3.363M & CE-\$13.637M)	PCI 70 and 72 after 5-Years
Annual Budget to Maintain AB PCI = 75 and CE PCI 69	AB - \$5.101M & CE - \$10.836M
Annual Budget to Achieve Network PCI of 80	AB - \$6.073M & CE - \$17.338M

Aurora, IL - 2021 PCI Analysis

PCI	Weighted Average PCI	65.40
	Mean	65.55
	Median	62
	Standard Deviation	22.10
	Minimum	7
	Maximum	100
Pavement Network	Sections	5,320
	Length in Feet	2,755,715
	Length in Miles	521.9
	Area SqFt	92,968,699
	Area SqYd	10,329,855
	Average Width	32.81

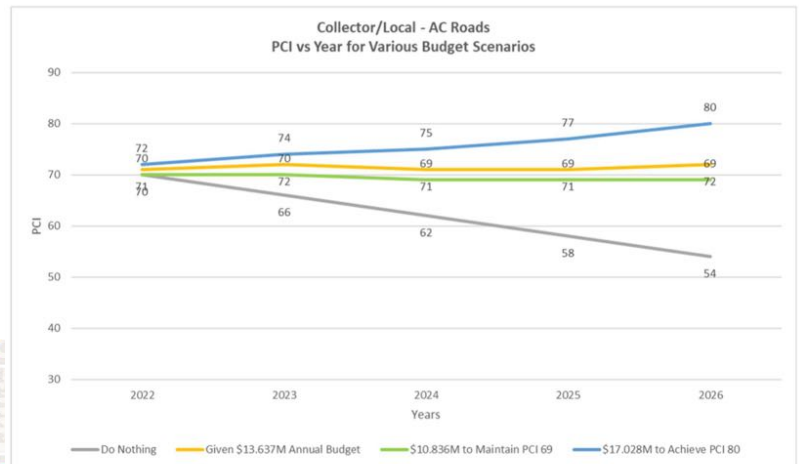
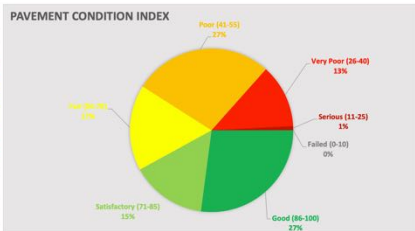
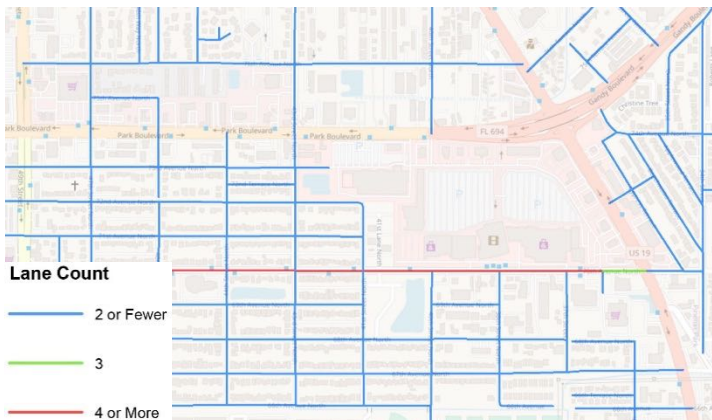


Figure 2-10 - Collector/Local Asphalt Roads Scenarios Summary



<i>Calibration slicer.systems</i>	<i>Drive slicer.systems</i>	<i>Verification slicer.systems</i>
<i>Advanced Inspections slicer.systems</i>	<i>Analysis slicer.systems</i>	<i>Quality Control slicer.systems</i>
<i>Reporting slicer.systems</i>	<i>Dashboard slicer.systems</i>	<i>Delivery slicer.systems</i>

DELIVERY.SLICER.SYSTEMS

GUEST ACCESS/DELIVERY

If the agency is an Esri user, we can help you set up your internal ArcGIS platform. You can use our layer configuration to view our products. The agency owns the data, which will be delivered to it on a hard drive.



If the agency is not an Esri user or has limited experience using Esri, our solution will provide a web interface (username and password protected) to view all images, crack intel data, etc., through our services. Regardless of whether the agency is an Esri user, we will host the images for you; however, you can choose to set them up internally since you will own all images.

The tables below are our typical deliverables depending on customer needs. Customers will have access to a secure download site for deliverables.

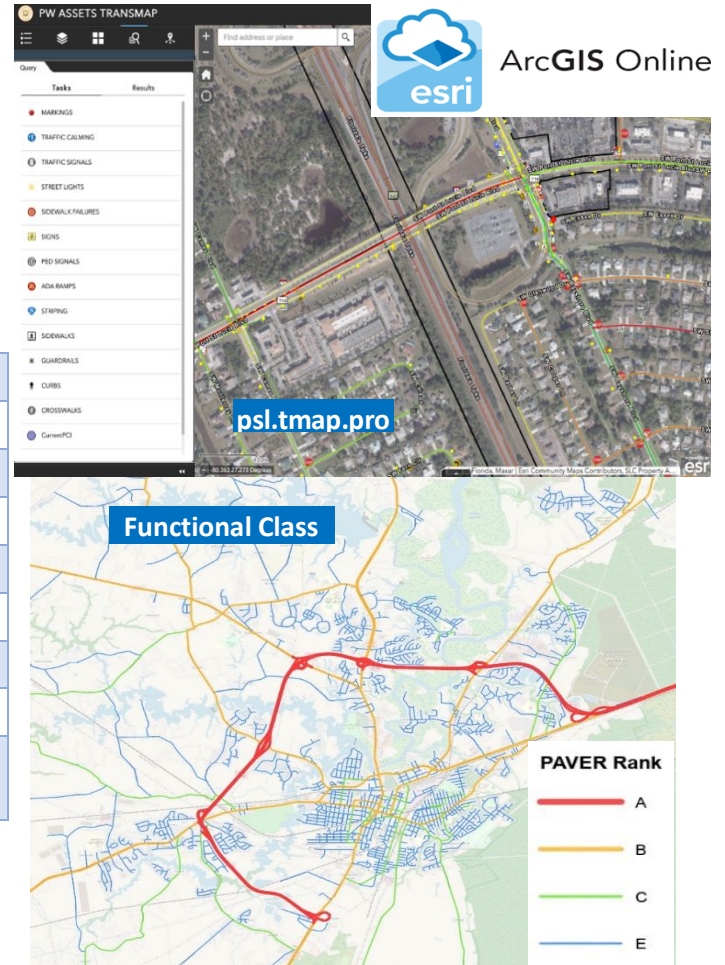
Standard Deliverables		
• Paper maps	• PDF maps	• Spreadsheets
• GIS files	• Hard drive	• LCMS MrSID (GIS)
• PCI maps (zones, districts, neighborhoods)	• Crack Intelligence map (cracking hot spots)	• Crack Intelligence report (tabular, summary)
• Crack Intelligence shapefile	• Crack Intelligence map printed	• Crack Intelligence GIS layer
• PCI GIS layer	• PCI on agency centerline file	• PCI segment report
• Image location (GIS)	• Certified mile report	• Project report
• Rutting (map/GIS)	• Delivery drive report	• Driving report
• Ride quality	• All actual panoramic images	• Web-based viewer (web-GIS)
• Distress report	• All images on hard drive	• Certified mile printed map
• Failed ride quality locations map and GIS shapefile		

Work Plan and Asset Deliverables		
• Work plan GIS layer	• Pavement Thickness (GPR)	• Optional IRI (GIS file)
• Customized Report	• Surface type report & Map	• Optional Asset GIS files
• Work plan maps	• 5-year work plan (maps, spreadsheet)	• True Area (GIS file & report) optional
• Asset paper maps	• PMS training	• Functional class map
• ROW assets (GIS)	• Asset statistics	• Optional LAS files

GIS INTEGRATION (SUPPORT)

Transmap has been Esri's partner since 1998, and we can integrate customer-supplied data from and into GIS. We can create and maintain unique IDs that will allow us to link GIS data into the PMS. We take the customer's historic paving data on every project and implement it into GIS and the PMS. Transmap will ensure that all Segment ID information will be preserved in StreetSaver and GIS. Features could include:

• X, Y, Z (in state plane)	• Road Name
• Linear Reference	• Segment ID
• Material Type	• Condition Assessment
• Size\Width	• Unique IDs
• Int-ahead/Int-behind	• Council districts
• Distress data	• ADT data
• Maintenance zone	• Legacy data
• Work history	• Functional classification
• State Plane Coordinates	• Image Link – Utilizing a Separate GIS Layer



SOFTWARE

STREETSAVER

Transmap has been implementing our data into StreetSaver for over 15 years. We are an official StreetSaver consultant. We have successfully implemented our data four times into Spokane's StreetSaver database. In 2024, we set up and implemented our data for the City of Upland, CA. Transmap assisted Upland in purchasing and implementing their road centerline into StreetSaver. We also set them up with a complete introductory training that includes the following aspects.

Training	
MTC Distress ID	StreetSaver Essential Skills
Pavement Condition Assessment	PAVER, Budget Analysis using StreetSaver
Project Selection	GIS Toolbox



The following images represent our recent StreetSaver projects.

Burien, WA

Section: 10THAVES - 001

Executive Dashboard

Pavement Area (square miles): 0.77 | Centerline Miles: 137 | Lane Miles: 299.05 | Sections: 1449

Historical Pavement Condition Trends

Please refresh the Executive Dashboard

Current PCI by: Functional Class

CATEGORY	PCI
Arterial	78
Collector	68
Minor Arterial (L)	74
Residential/Local	70

Current PCI

71

From 12/31/2022 to 1/15/2023

Percent of Area by: Surface Type

Historical Network Condition Trends

Please refresh the Executive Dashboard

Remaining Service Life (years)

19.6

From 12/31/2022 to 1/15/2023

GIS Reporting

Features: Current PCI Condition

Map Legend:

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor

Color	Street ID	Section ID	Current PCI Condition	Street Name	Street Number	Big Location	End Location
Green	10THAVES	001	Category I - Very Good	10TH AVE S	0001	128TH ST S	129TH ST S
Green	10THAVES	002	Category I - Very Good	10TH AVE S	0001	129TH ST S	130TH ST S
Green	10THAVES	003	Category I - Very Good	10TH AVE S	0001	130TH PL S	134TH ST S
Green	10THAVES	004	Category I - Very Good	10TH AVE S	0001	134TH ST S	136TH ST S
Green	10THAVES	010	Category I - Very Good	10TH AVE S	0001	130TH ST S	130TH PL S
Green	10THAVES	014	Category I - Very Good	10TH AVE S	0001	S 116TH ST	S 116TH ST
Green	10THAVES	016	Category I - Very Good	10TH AVE S	0001	S 130TH ST	N 117TH ST

Upland, CA

Section: 10THAVE - 322

Executive Dashboard

Pavement Area: 1.65 (10THAVES) | Centerline Miles: 233.96 | Lane Miles: 233.96 | Sections: 2,619

*PEER COMPARISON: 0% (AS OF NOT AVAILABLE) (SIMILAR SIZE AGENCY PCI) (FOUR QUANTILES BASK)

Historical Pavement Condition Trends

Please refresh the Executive Dashboard Data

Current PCI by: Functional Class

Arterial - PCI: 58
Collector - PCI: 60
Other - PCI: 42
Residential/Local - PCI: 58
Urban Principal Arterial-Other (3) - PCI: 47

Current PCI

56

1/9/2025

56 since 12/31/2024

Percent of Area by: Functional Class

Arterial	12.8%
Collector	16.6%
Other	12.9%
Residential/Local	8.0%
Urban Principal Arterial-Other (3)	49.7%

Historical Network Condition Trends

No records have been returned. Please modify current Filter.

Remaining Service Life (years)

13

1/9/2025

12 since 12/31/2024

*Based on the closest pairs to your geographic location with a comparable number of Sections. **For display purposes only. Current PCI graph shows Condition Category colors based on default PCI Breakpoint values of 70, 50 and 25. Please Note: Historical PCI values are calculated as of 12/31 of the year shown.

Database: uplandca | Ver: 55.2051.80

ASSETS (ADDITIONAL VALUE)

Transmap drives with all our sensors activated so any roadway assets can be extracted at any time and formatted for GIS delivery and spreadsheets. Transmap uses our LiDAR and street-level orthophotography to extract roadway assets. The images in the LiDAR section depict our LiDAR data used for roadway asset extraction. Transmap can customize the attribution of assets from each client. The extracted assets will be GIS integrated with the customer-supplied centerline file and an image link. Attribution can range from just location and type to a condition assessment with a complete management plan.

ASSET EXTRACTION TOOL (RAZOR)

RAZOR is the platform to administer the combined workflow of Artificial Intelligence (AI), Machine Learning (ML), and Machine Vision (MV). This system handles complete end-to-end process automation by orchestrating the Business Process Automation modules (BPA). RAZOR can be customized to fit any requested asset and attribution.

RAZOR History

In 2021, the Transmap development team engaged a global technology company that has worked with banks, publishing firms, and insurance companies to streamline their back-office procedures. We worked with them to build RAZOR, leveraging AI, ML, and MV technologies in our asset process.

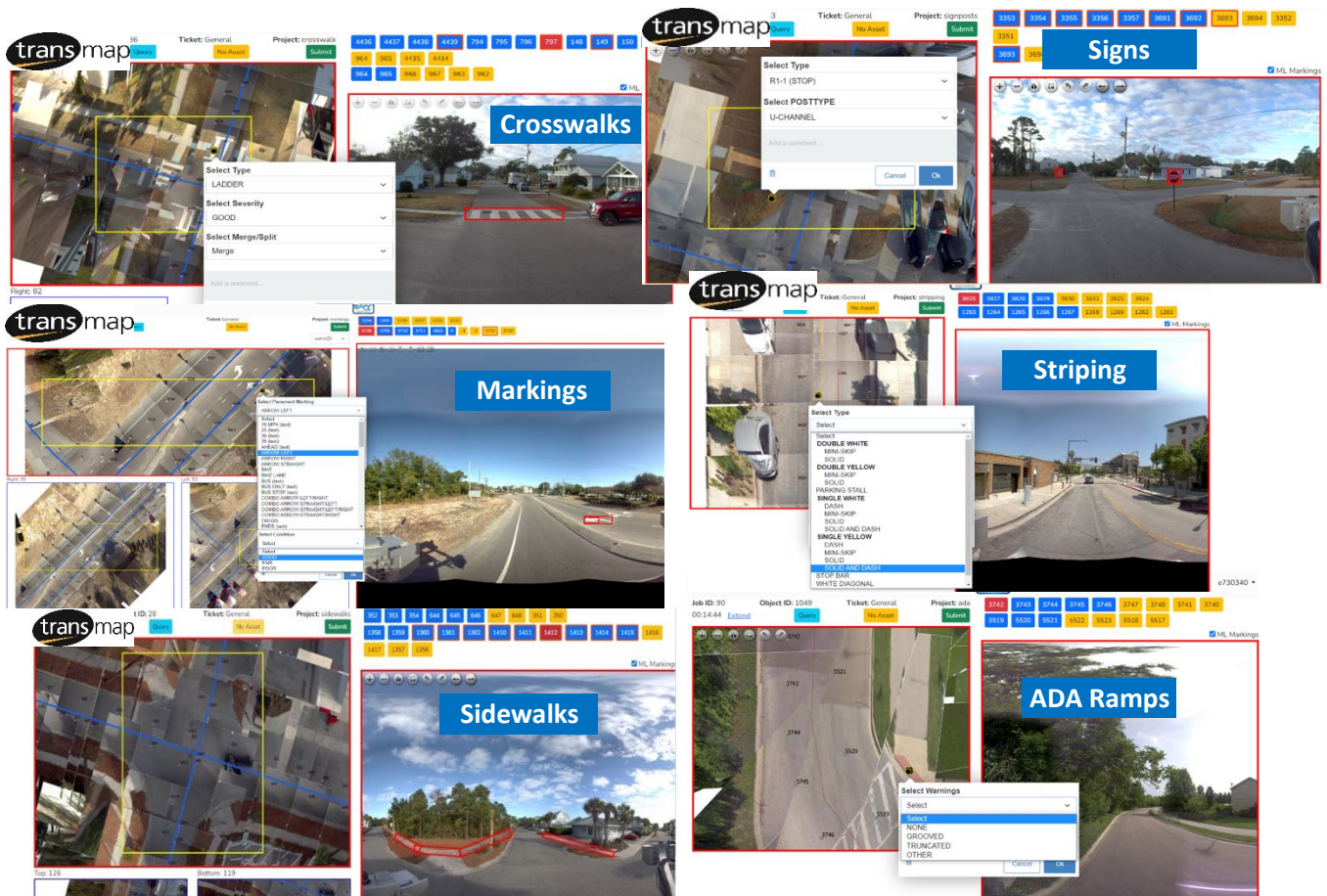
Why Razor

- Higher efficiency
- Higher quality
- Speed
- Future-proof system

Benefits

- Shorter project timelines
- Highest quality dataset
- Accountability/Traceability
- Client cost savings

Featured below are examples of asset projects in RAZOR.



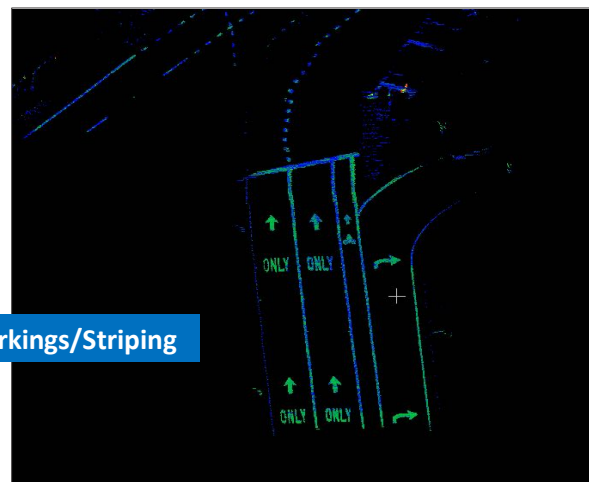
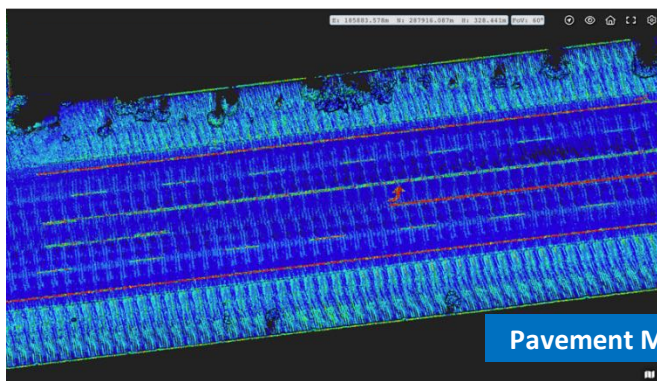
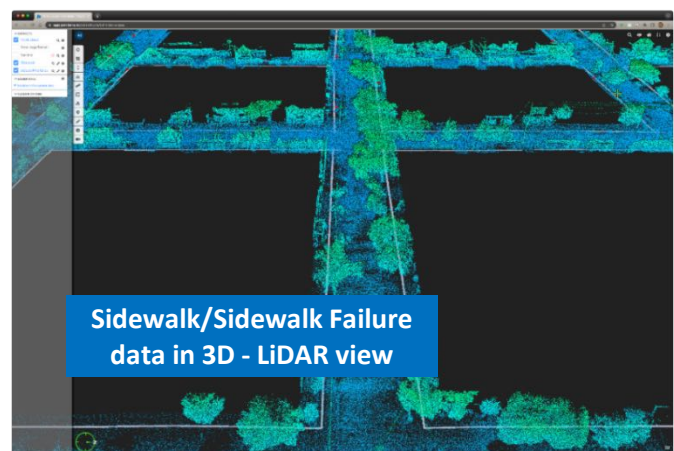
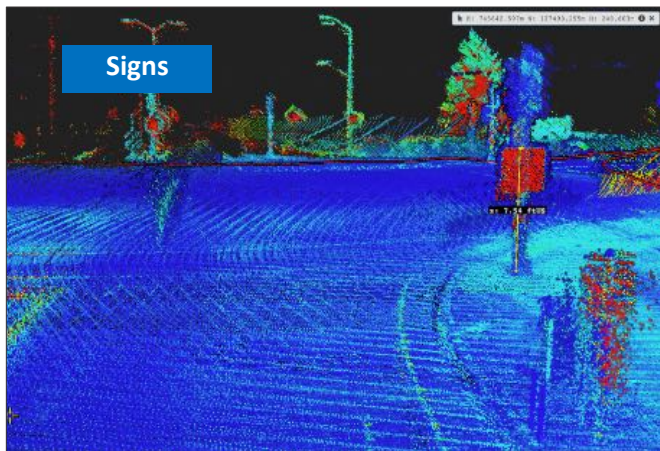
Transmap's systems are equipped with innovative technology that allows for the extraction of a wide range of essential right-of-way assets, which include but are not limited to the following:

Drop Inlets	Curb Inlets	Manholes	Culverts
Ditches	Traffic Signs	Pavement Markings/Striping	Bridges
Sidewalks	Curbs	Traffic Signals and Poles	Trees
Light Poles	Guard Rails	ADA Ramps	Shoulders
True Area	Streetlight	Sidewalk Failure Location	Crosswalks
Fire Hydrant	Water Valve	Curb Failure Location	Control Boxes
Speed Humps	Driveway	Curb & Gutter	Lane Configuration
Guiderails	ITS Traffic	Reflective Markers	Trails/Pathways

LiDAR

Our LiDAR process and some examples of assets we have extracted are shown below.

LiDAR: A 360-degree rotation, high frequency, collection of data points for all infrastructure along a roadway, which is processed into meaningful information.





CONCLUSION

Transmap will support the agency's Automated Pavement Condition Survey project with accurate data collection using upgraded systems, including LiDAR, images, and LCMS. We use an all-lane, all-section data collection approach to ensure accurate analysis and no missed distress. With our formatting specialist, we will ensure that all data is formatted for StreetSaver and a loader file is delivered.

With over 30 years of experience and our knowledge of the agency's pavement network from the 2020-2024 projects, we will ensure the project's success, helping the Agency achieve its goals with the best solution and project team available.

Please visit our blog site (transmap.com/blog) to learn more about our data collection and general roadway definitions.

SCHEDULE OF MILESTONES

Since Transmap only does this type of collection, assessment, and GIS implementation, we foresee no issues other than the weather that would prevent us from meeting the agency's timeline. Transmap has streamlined our data collection and post-processing, allowing us to deliver quickly to all our clients.

Delivery within 90 days from Notice to Proceed

We take pride in our accomplishment of delivering services within the prescribed time limit. Our prior experience demonstrates our commitment to meeting project schedules and ensuring the timely completion of all tasks. Client testimonials and references further validate our consistent ability to deliver on time, making us a trusted partner for projects with strict time constraints.

Given our extensive knowledge of the city's road network from our 2020-2024 projects, we can deliver the project, including the StreetSaver loader file, ahead of the city's schedule. If the city requires delivery on an accelerated timeline, we will allocate the necessary resources. We will do this because Spokane is a valued repeat business customer.

Once the Notice to Proceed is accepted, all projects scheduled for 2025-2030 will be completed within 90 days.

Our schedule is below.

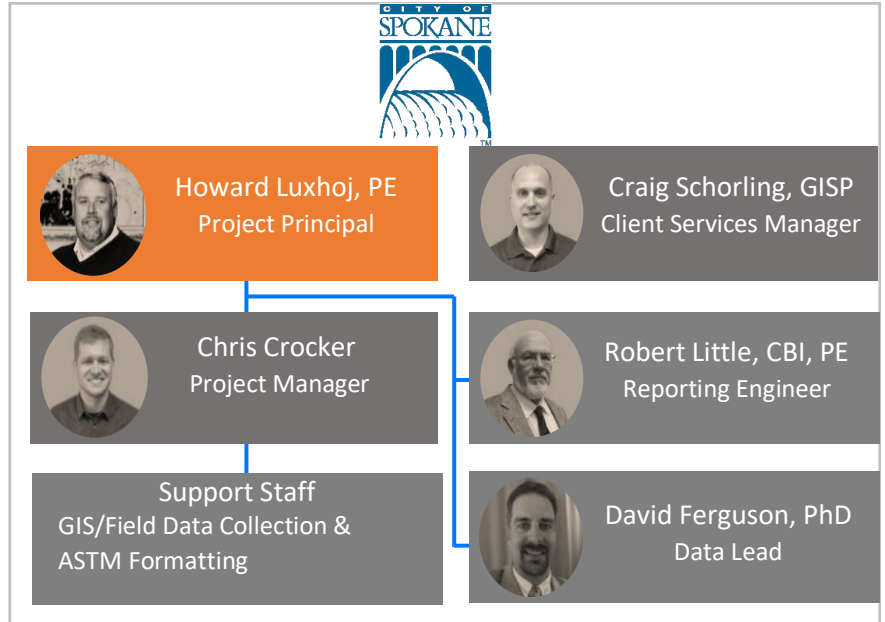


The estimated project timeline is subject to change based on the following factors: agreed scope of work, agency staff availability for meetings, timely delivery of data requested by Transmap, and weather (cannot drive on wet roads).

PROJECT TEAM STRUCTURE

Our team is highly qualified, with extensive experience handling projects of similar scope and complexity.

Since 1994, Transmap has worked with and implemented our data into many asset/pavement management systems. These include Esri, StreetSaver, Brightly, PAVER, Trimble—Pavement Express, Trimble—Pavement Analyst, Trimble Cityworks, OpenGOV (CarteGraph), Infor (Hansen), DOT, client-created, etc. All of our data is inherently in Esri (GIS) format and has a spatial component.



Our core team has been working together for over 27 years.

- More than 150 pavement/asset management/implementation projects in the last five years
- More than 800,000 miles of data collection and QA/QC using automated technologies

	Project Principal	Client Services Manager	Project Manager
Name:	Howard Luxhoj, PE	Craig Schorling, GISP	Chris Crocker
Title:	President and CEO	Vice President	Operations Manager
Telephone:	Mobile: 614-886-4100 Office: 614-810-1235	Mobile: 614-537-6297 Office: 614-810-1235	Mobile: 740-835-1223 Office: 614-810-1235
Email:	hluxhoj@transmap.com	cschorling@transmap.com	ccrocker@transmap.com

Our management team and support staff have active roles in every project. The core management team of Howard Luxhoj and Craig Schorling have been involved in every Transmap project since 1997. Their role is to ensure successful project delivery and coordination for our clients.

Howard Luxhoj, who will serve as Project Principal, will maintain overall project responsibility. Craig Schorling, who will serve as Client Services Manager, is responsible for the agency’s interaction with Transmap. Chris Crocker, who has over 16 years of experience formatting pavement distress data into various client-specified formats, will serve as Project Manager and oversee the QC, formatting, and loading of all pavement distress data. Chris was also responsible for formatting all 2020 – 2024 data into StreetSaver, and all four projects loaded successfully.

This same Transmap team was all part of the 2020 - 2024 Spokane pavement projects. This team will ensure that all services and deliverables, including the StreetSaver formatting, will be completed before winter weather arrives each year in the Pacific Northwest.

Name and Title	Project Responsibilities and Roles	Years of Relevant Experience	Percent Time on Project
Howard Luxhoj, PE Project Principal	<ul style="list-style-type: none"> • Overall guidance • Assurance for compliance • Discipline guidance • Contract 	28	15%
Craig Schorling, GISP Client Services Manager	<ul style="list-style-type: none"> • Schedule and deliverable management • Customer coordination • Spatial manager 	30	45%
Chris Crocker Project Manager	<ul style="list-style-type: none"> • QA/QC Lead • StreetSaver formatting • Deliveries 	16	65%
Robert Little, CBE, PE Senior Reporting Engineer	<ul style="list-style-type: none"> • Customized reporting • Historic data Integration • Modeling 	51	As needed
David Ferguson, PhD Data Lead	<ul style="list-style-type: none"> • Manage data in and out of Transmap • Calculations 	39	15%
Technicians	<ul style="list-style-type: none"> • Asset extraction 	5+	As needed

Our staff qualifications and experience can be seen in our resumes on the following pages.

SUBCONSULTANTS

We have been providing the requested services for over 30 years, and we do not anticipate needing a sub-consultant for this project.

PROJECT PRINCIPAL



HOWARD LUXHOJ, PE | PRESIDENT AND CEO

28 Years of Experience | 28 Years with Transmap

EXPERIENCE/SKILLS

- ASTM E3303
- ASTM D6433
- Pavement Software
- Pavement Management
- ROW Asset Management
- Traffic Engineering
- Project Management
- Reporting

EDUCATION

BS, Engineering – Environmental,
The Ohio State University

REGISTRATIONS/CERTIFICATIONS

Professional Engineer:

Florida No. 73717

North Carolina No. 038445

Ohio No. 67242

Virginia No. 0402068605

NCEES #46928

Model Law Engineer (MLE)

APWA Member – Ohio

FCC - KD8TVB

TRAINING

PAVER Advanced Training 2013-2024

LTAP Center 2001-2024

TRB Sponsor 2011-2025

Mr. Howard Luxhoj leads as president and CEO of Transmap Corporation, boasting 28 years of focused service with expertise in transportation infrastructure. With specializations in municipal pavement and ROW asset management, he serves as Project Principal on all Transmap projects. Mr. Luxhoj provides top-notch engineering oversight, meticulous data collection, and fosters constant and seamless communication with the client, sub-consultants, project teams, and regulatory bodies throughout every project.

His extensive track record includes developing and implementing quality control measures for roadway condition assessment projects nationwide, encompassing over 400,000 miles of data collection using automated technologies. Mr. Luxhoj is a master of GIS products, database tools, asset management databases, and commercial asset management systems. He is highly skilled project consultant proficient in data collection and integration, legacy system databases, pavement and asset inventory systems, and systems integration.

Mr. Luxhoj holds professional engineering registrations in Ohio, Florida, Virginia, and North Carolina, augmented by NCEES Model Law credentials.

NOTABLE ACHIEVEMENTS:

- Over 20 years of experience as a practicing civil engineer, focusing on safety, and pavement and asset management in municipal and county contexts
- In 2023, Mr. Luxhoj was asked to serve as an engineer expert witness in the City of Panama City, Florida VS FEMA
- 2023 - County-wide Pavement Thickness (Ground Penetrating Radar) – El Paso County, CO
- 2024 – County-wide Pavement Thickness (Ground Penetrating Radar) – Osceola County, FL
- 2024 – City-wide Pavement Thickness (Ground Penetrating Radar) – Piqua, OH

PREVIOUS WASHINGTON PROJECTS

City of Spokane, City of Pasco, City of Issaquah, City of Sammamish, City of Shoreline, City of Burien, City of Covington, City of Duvall, King County



FUNCTIONAL RESPONSIBILITIES

HARDWARE INTEGRATION LEAD

- Pavemetrics Interface – spatial enabled for a map of distress data, 100% processing automation
- Velodyne LiDAR – use of autonomous vehicle hardware to make point cloud data
- Novatel Implementation – dual GPS/INS for roadway data collection, ride quality analysis
- Mobil System Creation – Enterprise Fleet use, truck-based system, scalable solution

SOFTWARE ARCHITECT

- Slicer functional requirements – single operator focus, one-stop webserver for all data, secure
- Advanced Inspections – map-based image service
- Data Science – big data functionality within the data center, dashboards, statistics

FINANCIAL STABILITY - TREASURER

- No outside ownership of stock, debt-free corporation, well-capitalized, profitable
- Investments – system, human capital, hardware
- Manage profitability – robust cash flow to maintain efficient operations, maintain team
- Compliance – federal/state/local, annual reporting, licensing

INNOVATION LEAD

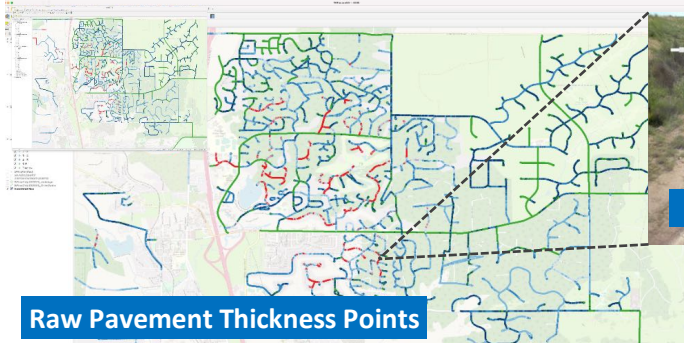
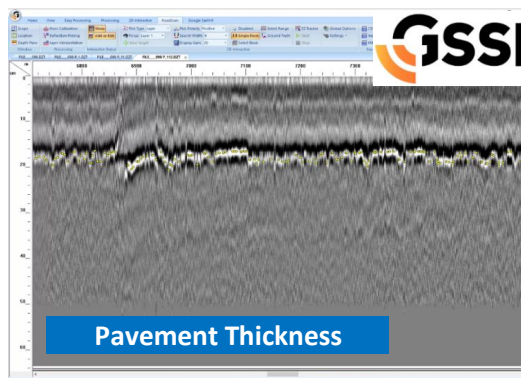
- Marketplace analysis – solutions in the market, comparisons
- Technology transfer – new hardware/software to support operations
- Product development – efficient/effective data collection

ADVANCED INSPECTIONS - PAVEMENT THICKNESS TESTING (GPR)

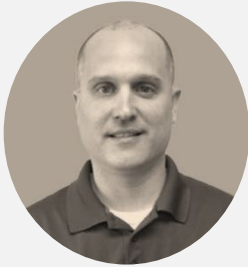
- Design Architect
- System Implementation

LITIGATION SUPPORT

- Expert witness
- FEMA arbitration (Panama City, FL)
- Hurricane Michael additional \$40 million in FEMA funding support



CLIENT SERVICES MANAGER



CRAIG SCHORLING, GISP | VICE PRESIDENT

31 Years of Experience | **27** Years with Transmap

Mr. Schorling serves as Project & Account Manager, bringing over 30 years of experience, including more than 27 years with Transmap, specializing in pavement and ROW asset management. He oversees engineers, technicians, and equipment to meet client needs, manages vehicle calibrations, and handles project GIS deliveries, such as centerline review and GIS integration of client historical data.

EXPERIENCE/SKILLS

- Project Management
- Account Management
- Vehicle Calibrations
- QA/QC
- GISP
- ASTM E3303
- ASTM D6433
- Pavement Software
- Pavement Management
- ROW Asset Management
- GIS Management

EDUCATION

Geography, State University of New York at Albany

REGISTRATION/CERTIFICATION

URISA GiSP No. 18882

TRAINING

Trimble 2022-2024 Conference

Cityworks Administrator Training, 2015

LTAP Center, 2011-2014

APWA PAVER Advanced Training, 2013 – 2024

URISA Leadership Academy

Mr. Schorling possesses extensive expertise in project management, Esri products, database tools, asset management databases, and commercial pavement and asset management systems. He is skilled in operating mobile mapping vehicles, using pavement and asset collection software, implementing CMMS, consulting on projects, system implementation and training, and providing customer support. His experience includes overseeing the collection and QA/QC of over 400,000 miles of data using automated technologies.

He has implemented numerous QA/QC procedures to ensure all GIS deliveries meet the highest customer standards and has collaborated with many municipalities to improve their processes and systems.

NOTABLE QUALIFICATION

- Certified Geographic Information Systems Professional (GISP)
- Over 30 years of experience in GIS system operations
- Sound fundamentals in GIS project management and client development
- 2023 - County-wide Pavement Thickness (Ground Penetrating Radar) – El Paso County, CO/Osceola County, FL/Piqua, OH

PREVIOUS WASHINGTON PROJECTS

City of Spokane, City of Pasco, City of Issaquah, City of Sammamish, City of Shoreline, City of Burien, City of Covington, City of Duvall, King County

PRESENTATIONS

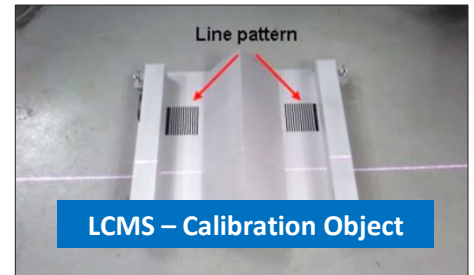
City of Warrensburg, MO, 2021 | City of Haines City, FL, 2020 | City of Helena, MT, 2018 | City of Oakland Park, FL, 2018 | City of Palm Coast, FL, 2017 | City of Bartow, FL, 2017 | City of Stephenville, TX, 2016 | City of Killeen TX, 2014 | City of Evansville, IN MPO, 2015 | City of St. Marys, GA, 2015 | Oconee County, SC, 2015 | City of Sandusky, OH, 2015

KEY RESPONSIBILITIES

VEHICLE CALIBRATION

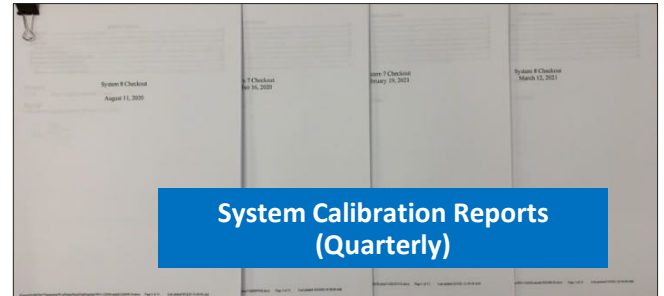
- Quarterly reports – Printed reports on each vehicle
- Crack comparisons – Compare cracks from 2 separate sessions on the same road segment
- Equipment checklist

System 08		March 8, 2023	
Ladybug	✓	LCMS	✓
LiDAR	✓	Wheelcounter	✓
GPS/INS	✓		



QA/QC PROCEDURES

- PCI delivery – Review a standard set of deliverables
- Asset delivery – Review client attribution requirements
- Map delivery – Review standard map formatting requirements
- Drivecoded centerline – Confirm all client-maintained roads are collected and why some are not (construction, does not exist)

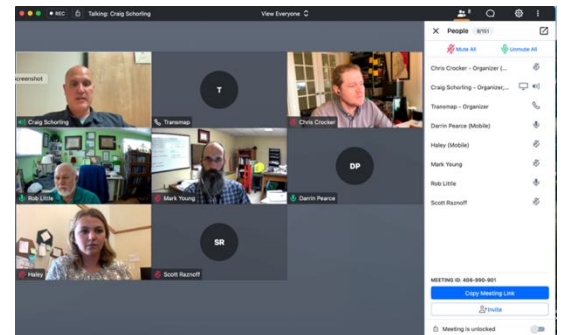


GIS INTEGRATION PROTOCOL

- Coordinate transfers – Ability to deliver in any coordinate system (NAD 1983 State Plane Florida East)
- Client centerline unique IDs – Create standard IDs to track centerline data from the start of the project through PMS loading
- Intersection ahead/behind – Part of the standard segment report. ArcGIS code to automate route intersection ahead and behind
- Asset unique IDs – All assets will have a unique ID and the ID of the centerline that they belong to

PROJECT/ACCOUNT MANAGEMENT

- All client review meetings
- Council presentations
- Project updates
- Boot Camp/training setup
- Continued yearly support



Software Integration Setup/Support		
System	Agency	Activity
PAVER	25-35 Agencies a year	PCI calculations, legacy data integrations, section report, ad-hoc reporting, training, on-call support
Pavement Express	Midland, TX (2023)	PCI calculation, legacy data integration, section report, ad-hoc reporting, training, on-call support
MS SQL Server PAVER	St Peterburg, FL (2021), Boulder County, CO	Enterprise, PCI calculation, legacy data integration, section report, ad-hoc reporting, training, support
CarteGraph	Arlington County, VA (2023)	OCI calculation, legacy data integration, on-call support
Cityworks	Suffolk, VA	Asset data integration, facility-ID updates, on-call support
StreetSaver	Burien, Spokane, WA – Upland, CA	PCI calculation, Legacy data integration, section report, on-call support, Training
Lucity	Port St Lucie, FL (2022)	PCI/asset data integration, on-call support
VueWorks	Largo, FL	PCI data integration
Streetlogix	Shreveport, LA	PCI data integration
Hansen/Infor (IPS)	Hillsborough/Manatee County, FL	Asset/pavement data integration

PROJECT MANAGER/PMS SPECIALIST



CHRIS CROCKER | OPERATIONS MANAGER

16 Years of Experience | 16 Years with Transmap

EXPERIENCE/SKILLS

- ASTM E3303
- ASTM D6433
- Pavement Software
- Pavement Management
- ROW Asset Management
- GIS
- GIS Client Support
- Project Management
- QA/QC Pavement Walkout
- Asset QA/QC
- Reporting
- Preventative Maintenance

EDUCATION

BS, Geographic Information Science, Ohio University

TRAINING

APWA PAVER Advanced Training, 2013 – 2024
 Cityworks Administrator Training, 2015
 ODOT Pavement Preservation Training, 2014
 Pavement Express Training, 2023

With 16 years of experience in pavement and ROW asset management, Mr. Crocker serves as Transmap’s Operations Manager. In this role, he creates project schedules based on client priorities, delivers presentations and maps, and supervises the integration of pavement data into clients’ preferred management systems. He also conducts all on-site pavement QA/QC inspections.

As a specialist in pavement formatting and software, Mr. Crocker excels at adapting distress data to various management systems. He has overseen the collection and QA/QC of over 200,000 miles of data using automated technologies and has completed more than 150 ROW asset management projects in the past five years.

His responsibilities include loading legacy distress data into PAVER, conducting distress and walkout QA/QC, implementing CMMS, and post-processing GIS data to ensure quality control. He supports preventative maintenance reporting, performs nighttime MUTCD assessments, and allocates staff to meet project deadlines and client needs.

Additionally, Mr. Crocker is Transmap’s certified APWA PMS Trainer. He provides one- to two-day in-house or virtual training sessions on PMS, adhering to ASTM standards and covering both PMS and GIS tools.

With his extensive experience, technical expertise, and commitment to excellence, Mr. Crocker is a valuable asset to Transmap, ensuring efficient operations, high-quality deliverables, and client satisfaction in the pavement and ROW asset management domain.

PREVIOUS WASHINGTON PROJECTS

City of Spokane, City of Pasco, City of Issaquah, City of Sammamish, City of Shoreline, City of Burien, City of Covington, City of Duvall, King County

RELEVANT EXPERIENCE

- 25-30 PMS loads a year
- 5-10 PMS trainings a year (in-person/zoom)
- QA/QC of PMS Load
- Fast Structural and Geotechnical support (GPR data analysis)
- More than 150 ROW asset management and implementation projects
- Custom PAVER indices (Critical Condition Index)

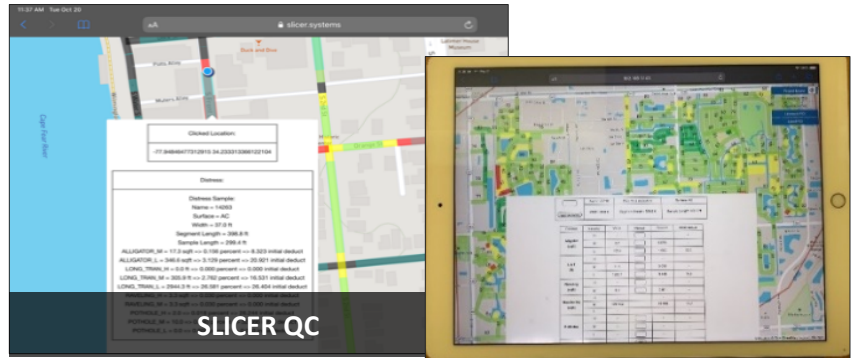
KEY RESPONSIBILITIES

LEGACY DATA INTEGRATION

- Coordinate transfers – Updating all data to ensure proper local coordinate system
- Work history – What roads were paved over the last 20-30 years
- Cost tables – How much money was spent historically on maintenance
- Functional class – How the client categorizes their road classifications

DISTRESS QA/QC

- Comparing PCI results with crack intelligence data
- Reviewing project-level PCI polygons
- Comparing PCI to any work history
- Reviewing ride quality data to incorporate results into the overall PCI
- On-site walk-out



ASTM TRAINING

- In-house certified APWA ASTM Trainer
- 1-2 day ASTM training
- On-site or virtual training



Software Integration/PMS Specialist		
System	Agency	Activity
PAVER	25-35 Agencies a year	PCI calculations, legacy data integrations, section report, ad-hoc reporting, training, on-call support, custom PAVER indices (CCI)
Pavement Express	Midland, TX – El Paso County, CO	PCI calculation, legacy data integration, section report, ad-hoc reporting, training, on-call support
Pavement Analyst	Osceola County, FL	PCI calculation, legacy data integration, section report, ad-hoc reporting, training, on-call support
MS SQL Server PAVER	St Peterburg, FL Boulder County, CO	Enterprise, PCI calculation, legacy data integration, section report, ad-hoc reporting, training, on-call support
CarteGraph	Arlington County, VA	OCI calculation, legacy data integration, on-call support
Cityworks	Suffolk, VA	Asset data integration, facility-ID updates, on-call support
StreetSaver	Burien, Spokane, WA – Upland, CA	Loader file, PCI calculation, Legacy data integration, Training, on-call support,
Lucity	Port St Lucie, FL (2022)	PCI/asset data integration, on-call support
VueWorks	Largo, FL	PCI data integration
Streetlogix	Shreveport, LA	PCI data integration



REPORTING ENGINEER



ROBERT G. LITTLE, CBI, PE | SENIOR PROJECT MANAGER

51 Years of Experience | **6** Years with Transmap

Mr. Little is Transmap’s Senior Reporting Engineer, with 51 years of experience in asset/pavement modeling, reporting, construction, and engineering. His expertise encompasses the design, construction, management, inspection, maintenance, and rehabilitation of bridges and other structures. Additionally, he has significant experience in developing computerized solutions for automating field inspection and office processes.

KEY RESPONSIBILITIES

- Assisting with all pavement reporting activities
- Creating customized reports tailored to client needs
- Participating in client pavement management boot camps
- Producing customized Capital Improvement Plans (CIPs) that include budget scenarios such as unconstrained, constrained, backlog elimination, PCI hold, current budget, total system needs (fix everything), do nothing, and network evaluation

Mr. Little has developed over 30 new CIPs for municipal clients in the past two years.

PROJECT HIGHLIGHT WITH TRANSMAP

Mr. Little was independently contracted to represent Hillsborough County, Florida as Project Manager to oversee the data collection of over 2 million asset data points for roughly 3,000 miles of roadway, reporting directly to the Public Works Director. He provided asset type condition summaries and progress reports in written and graphical (GIS) formats.

PREVIOUS WASHINGTON PROJECTS

City of Spokane, City of Pasco, City of Issaquah, City of Sammamish, City of Shoreline, City of Burien, City of Covington, City of Duvall, King County

EXPERIENCE/SKILLS

- ASTM E3303
- ASTM D6433
- PMS
- Pavement Management
- ROW Asset Management
- Traffic Engineering
- Project Management
- Reporting

EDUCATION AND TRAINING

BS, Civil Engineering, University of South Florida 1986

REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Florida, No. 37974

Certified Bridge Inspector, Florida, No. 00090 (Fixed & Movable)

KEY EXPERIENCE

BRIDGEWEB DESIGNER/PREVIOUS OWNER

- Architect – Developed and managed a web-based bridge management system
- Customers – Over 3,000 bridges in Polk, Manatee, and Columbia Counties



REPORTING ENHANCEMENTS

- Model Building – Pavement performance models for each customer
- Detailed Analysis – Graphs, charts, maps
- Work Plans – Client-customized work plans
- Cost Tables – Pricing for road maintenance for each PCI range

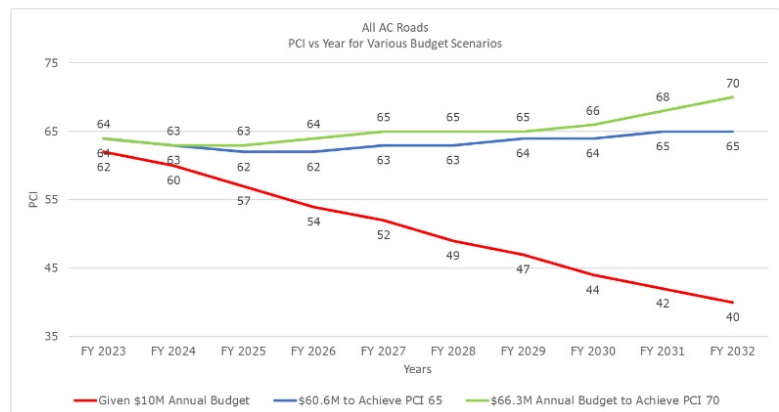
MANAGEMENT EXPERIENCE

- Hillsborough County, FL – Multi-million dollar project
 - Industry Standards – Created standards for over 2 million assets that were collected
- Fort Pierce, FL – PAVER updates

PAVEMENT MANAGEMENT SYSTEM

- Performance models
- Work plans
- APWA trained

Reporting Dashboard	
PMS Report Date	June 2022
Number of Miles in Network	2,294.06 C/L Miles
Network Value	\$3.579B
Cost to Fix Everything	\$633.8M
Average Network PCI	64
Work Planning Horizon	7-Years
Do-Nothing Scenario Arterial/Collectors Local	PCI= 41 after 7-Years PCI= 47 after 7-Years
Consequence of Given Budget Arterial/Collectors - \$3M Local - \$7M	PCI 43 after 7-Years PCI 49 after 7-Years
Budget to Maintain Network PCI Arterial/Collectors – PCI 60 Local – PCI 65	\$31.2M \$48.8M
Annual Budgets to Achieve PCI 70 Arterial/Collectors Local	\$40.3M \$56.1M



A.1 All Asphalt Roads - Given \$10M Annual Budget Consequences

Year Beginning Sept. 1, 2022	Global/Preventive Budget	Conventional Treatment Budget	PCI at Year End	Deferred Maintenance
2023	\$0	\$10,000,000	62	\$575,600,000
2024	\$0	\$10,000,000	60	\$606,500,000
2025	\$0	\$10,000,000	57	\$641,600,000
2026	\$0	\$10,000,000	54	\$677,300,000
2027	\$0	\$10,000,000	52	\$714,800,000
2028	\$0	\$10,000,000	49	\$750,000,000
2029	\$0	\$10,000,000	47	\$777,900,000
2030	\$0	\$10,000,000	44	\$798,200,000
2031	\$0	\$10,000,000	42	\$819,100,000
2032	\$0	\$10,000,000	40	\$845,800,000

DATA LEAD



DAVID W. FERGUSON, PhD | DEVELOPER

39 Years of Experience | **10** Years with Transmap

Mr. Ferguson serves as Transmap Data Lead and manages the flow of data in and out of Transmap. His 39 years of experience includes: 20+ years of system troubleshooting, C language non-embedded/embedded, product development/project direction and applied electronics/mechanical design; 10+ years in system/ software requirements specification and verification/validation and robotics system development; and seven years of Python, Agile, TDD, Pylint, bash, systemd, JSON, Ubuntu, Raspberry Pi, GIS, GPS, LiDAR, AJAX, JavaScript, GIT, JIRA, Jenkins, Computer Vision, Machine Learning, Torch, Trello, MapBox, CI/CD, AWS IOT, Google Compute, Solid Works.

EXPERIENCE/SKILLS

- System design
- Troubleshooting
- Production
- Support

SOFTWARE EXPERIENCE

- Pointerra: 4 Years
- LAS Creation: 9 Years

EDUCATION

PhD, Experimental Physics
(Engineering)

The Ohio State University,
Columbus, OH

KEY EXPERIENCE

- IT Workflow – Set up workflow standards for PAVER 7.x
- SQL Server – Assisted Boulder County, CO, in setting up an enterprise-wide PAVER 7.x SQL implementation
- LiDAR Processing

PREVIOUS MIDWEST PROJECTS

City of Spokane, City of Pasco, City of Issaquah, City of Sammamish, City of Shoreline, City of Burien, City of Covington, City of Duvall, King County

EXPERIENCE AND REFERENCES

Transmap brings over 30 years of expertise in pavement management and asset inventory, with a proven track record of completing more than 800 automated pavement and roadway asset management projects. Our work exclusively serves municipalities, counties, and MPOs.

The table below shows some of our State of Washington projects that are similar to the requested Spokane project.

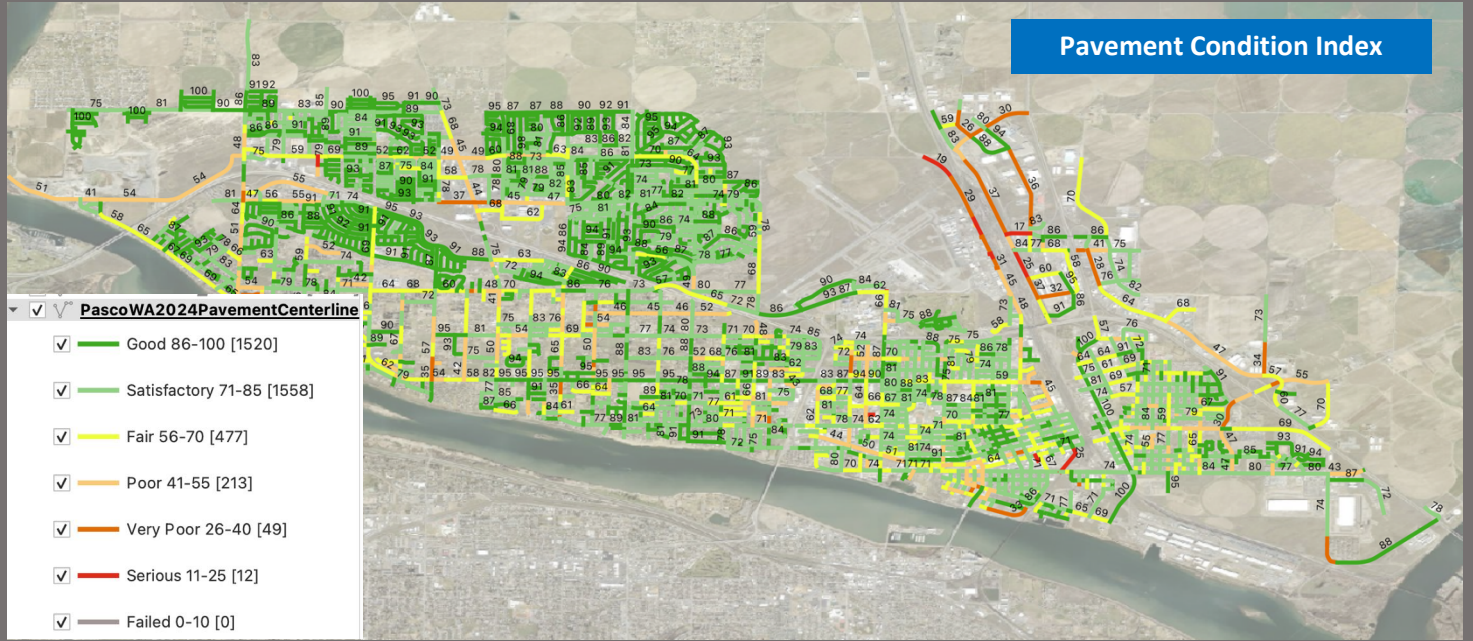
Agency	Contract	Performance Period	Contact	Email	Phone
City of Pasco 1 Pavement Inspection	24-024	6/2024 – ongoing	Juan Loyola, PE Senior Engineer	loyolaj@pasco-wa.gov	509-544-4132
City of Sammamish 2 Pavement Inspections	C2016-150 C2021-235	3/2016-11/2016 4/2021-12/2021	Jim Grueber Pavement Manager	jgrueber@sammamish.us	425-295-0566
City of Burien 1 Pavement Inspection	21-204	10/2021– 8/2022	David Traub Capital Projects Manager	davidt@burienwa.gov	206-436-5552
City of Issaquah 2 Pavement Inspections	MC22-3	9/2022-8/2023	Bennett Ashbaugh Public Works Manager	bennetta@issaquahwa.gov	425-837-3473
City of Duvall 1 Pavement Inspection	2023-12	9/2023-11/2023	Benjamin Ressler, PE Project Manager	Benjamin.ressler@duvallwa.gov	425-939-8046
City of Shoreline 2 Pavement Inspections	7644 9957	9/2014-12/2014 12/2021- 11/2022	Meqdam Almaroof, PE Capital Projects Manager	malmaroof@shorelinewa.gov	206-801-2477

Transmap has not had any contract terminated for default in the last five years.

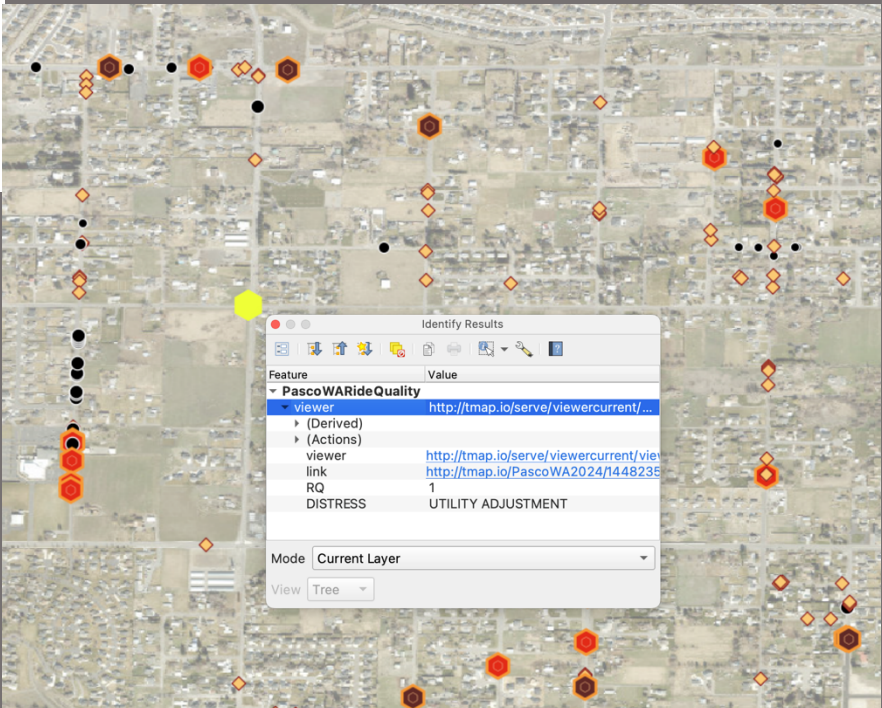
The following pages highlight seven similar projects we have completed. These projects showcase our team's qualifications and expertise.

2024: Pavement Inspection

- 835 miles
- ASTM D6433 formatting
- Pavement Condition Index (PCI)
- 5-year work plan



ASTM E3303-21 Report – Pasco, WA Generated Sept. 19, 2024	
Total Survey Miles	834.56
Total Area Surveyed	57,827,546 ft ²
Number of Cracks in Network	36,414,342
Average Length	0.91 in
Average Width	0.27 in
Average Depth	0.13 in
Total Length of Cracks in Network	523.63 mi

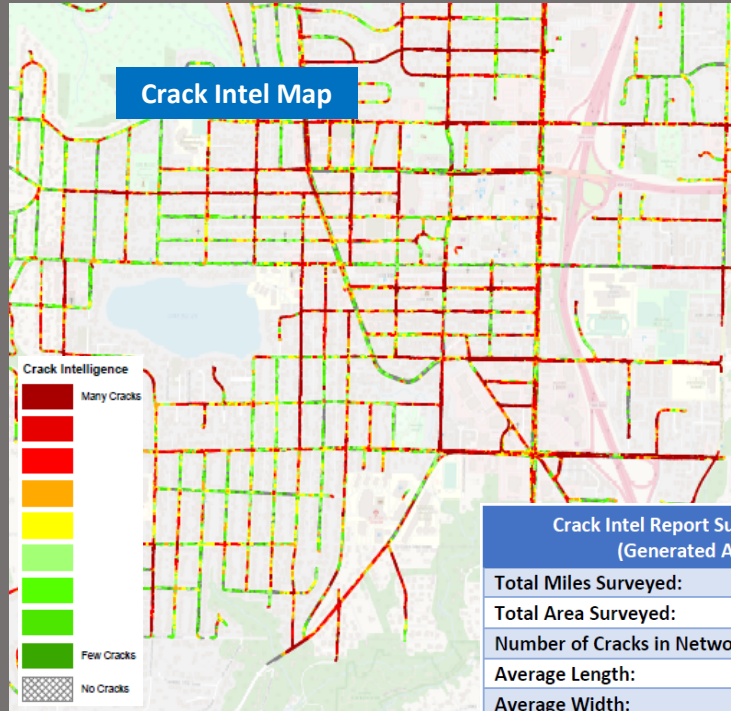


- PascoWARideQuality [1389]**
- BUMP/SAG [2]
 - CRACKING/POTHOLE [599]
 - LARGE PATCH [81]
 - MEDIUM PATCH [18]
 - SMALL PATCH [39]
 - UTILITY ADJUSTMENT [196]
 - UTILITY ADJUSTMENT WITH PATCHING [185]
 - RRX [0]

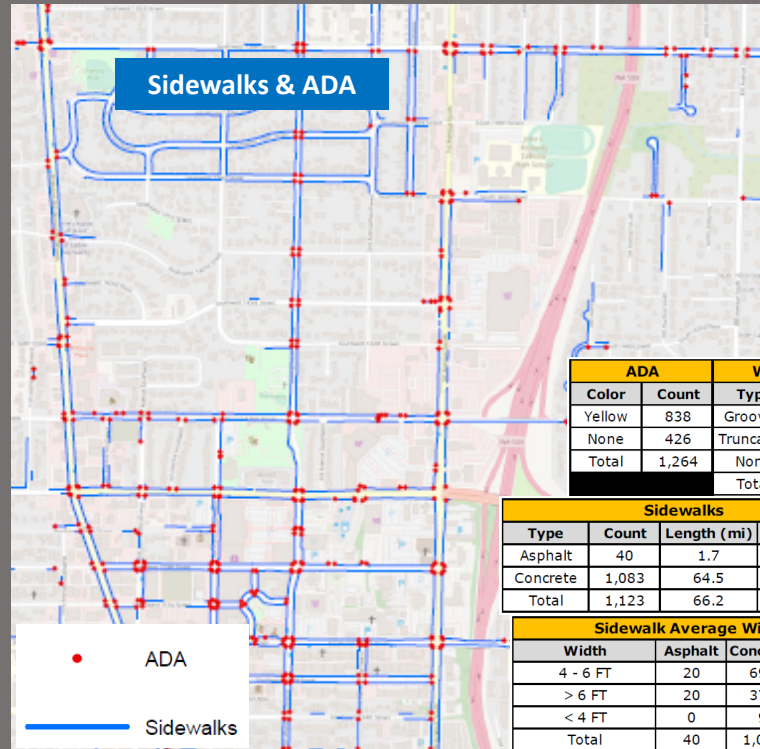
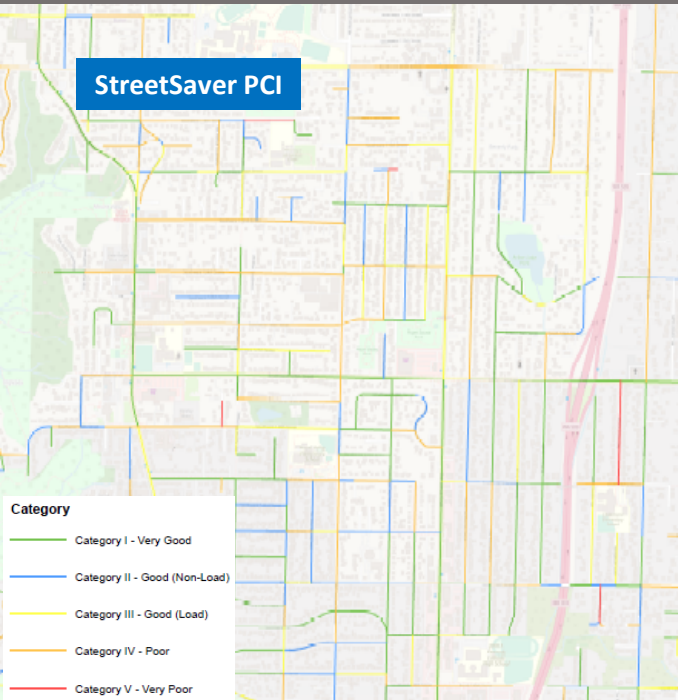
2022: Pavement & Asset Inspection

- 270 miles
- StreetSaver/PAVER formatting
- ASTM D6433
- 5-year work plan
- Asset analysis – Sidewalks, ADA ramps

Reporting Dashboard	
PMS Report Date	August 2022
Number of Miles in Network Asphalt and Concrete Roads only	137.03
Cost of the Network	\$213.8M
Cost to Fix Everything	\$13.9M
Average Network PCI	72
Work Planning Horizon	5-Years
Do-Nothing Consequences	
Arterials	PCI 66 after 5-Yrs
Minor Arterials	PCI 66 after 5-Yrs
Collector	PCI 53 after 5-Yrs
Local	PCI 60 after 5-Yrs
Annual Budgets to Maintain the Current Network PCI	
Arterials - PCI 77	\$472K
Minor Arterials - PCI 77	\$294K
Collector - PCI 70	\$744K
Local - PCI 71	\$1.38M
Current Annual Budget Consequences	
Collectors - \$195K	PCI drops 12 points to 56
Local - \$605K	PCI drops 7 points to 63
Annual Budgets to Achieve a PCI of 80	
Arterials	\$594K
Minor Arterials	\$341K
Collector	\$1.11M
Local	\$2.518M



Crack Intel Report Summary - Burien, WA (Generated April 24, 2022)	
Total Miles Surveyed:	312.45 miles
Total Area Surveyed:	21,650,078 ft ²
Number of Cracks in Network:	15,808,990
Average Length:	0.92 in
Average Width:	0.24 in
Average Depth:	0.09 in
Total Length of Cracks in Network:	230.17 miles



Sidewalks			
Type	Count	Length (mi)	Length (ft)
Asphalt	40	1.7	9,068
Concrete	1,083	64.5	340,375
Total	1,123	66.2	349,443

Sidewalk Average Width			
Width	Asphalt	Concrete	Total
4 - 6 FT	20	698	718
> 6 FT	20	376	396
< 4 FT	0	9	9
Total	40	1,083	1,123



Table 27. Local Asphalt Roads - Scenario Summary

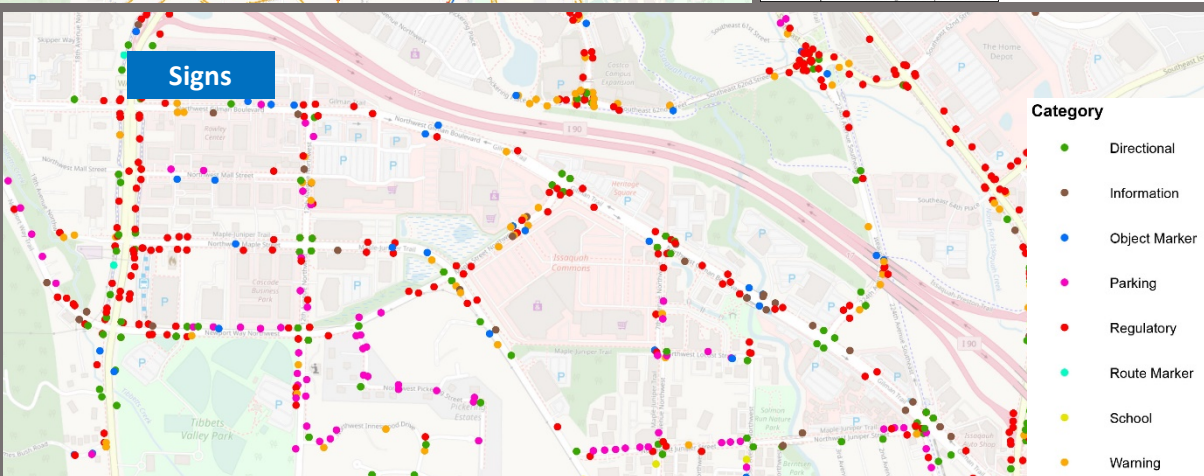
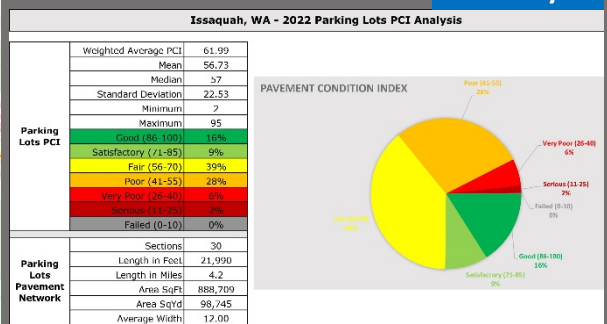
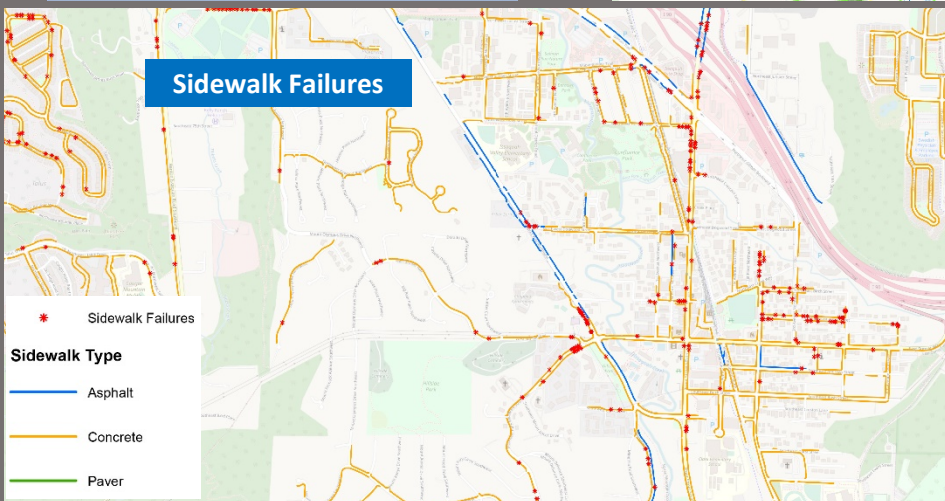
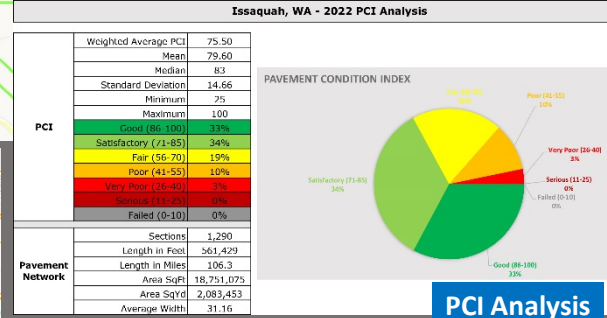
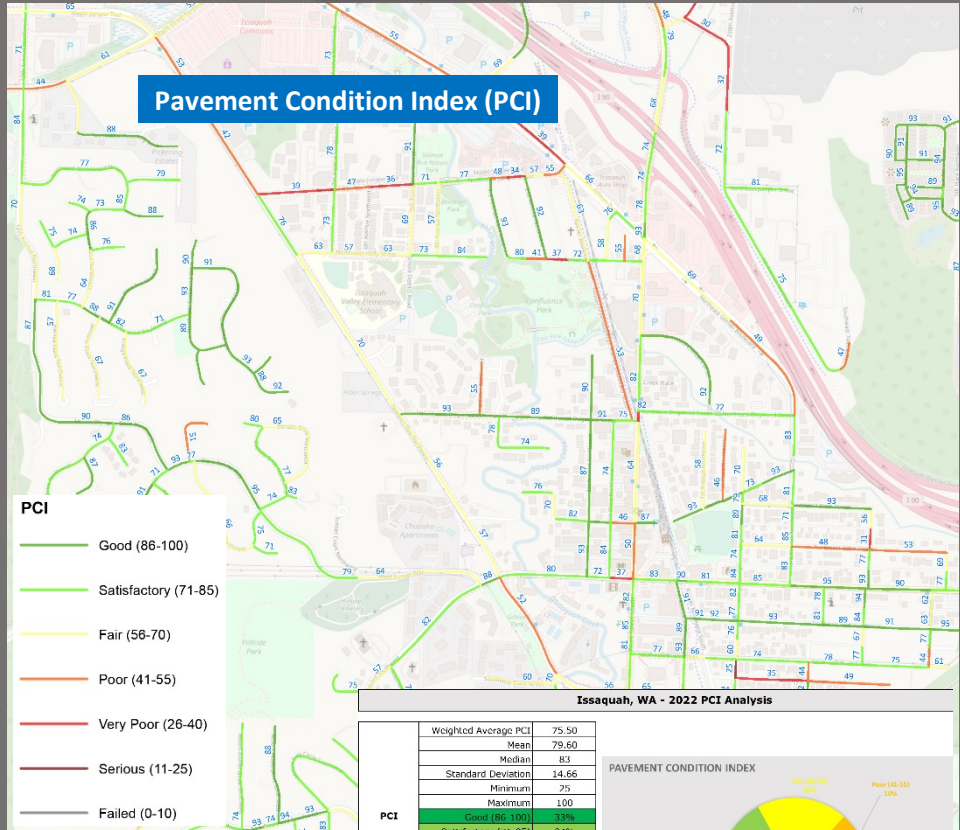
Year Beginning January 1, 2023	Do Nothing	\$1.38M to Maintain PCI 71	\$605K Annual Budget Consequence	\$2.518M to Achieve PCI 80
FY 2023	70	71	70	73
FY 2024	68	70	68	75
FY 2025	65	Work Plan	67	77
FY 2026	63		65	78
FY 2027	60		63	80

2022: Pavement and Asset Inspection

- 251 miles
- ASTM formatting
- True area
- PAVER load
- 5-year work plan
- Asset extraction: crosswalks, markings, striping, signs, curbs, PED signals, sidewalks/failures, lane configuration, reflective markers, guardrails, traffic signals

Reporting Dashboard

PMS Report date	February 2023
Number of Miles in Network	104.43 C/L Miles
Network Value	\$162.96M
Cost to Fix Everything	\$16.5M
Average Network PCI	76
Work Planning Horizon	5-Years
Fix-All Budget	\$16.5M
Do-Nothing Scenario	
Arterial	PCI= 53 after 5-Years
Collector	PCI= 61 after 5-Years
Residential	PCI= 71 after 5-Years
Annual Budgets to Maintain Existing Network PCI	
Arterial – Avg. \$1.1M	PCI= 67 after 5-Years
Collector – Avg. \$837K	PCI= 73 after 5-Years
Residential – Avg \$1.991M	PCI= 81 after 5-Years
Existing Annual Budget Consequences (w/3% inflation)	
Arterial – \$518K	PCI= 60 after 5-Years
Collector – \$582K	PCI= 69 after 5-Years
Residential – \$1.2M	PCI= 77 after 5-Years



2022: Pavement Inspection

- 74 miles
- ASTM D6433 formatting
- Pavement Condition Index (PCI)
- 5-year work plan

ASTM E3303-21 Report – Duvall, WA Generated Oct. 16, 2022	
Total Miles Surveyed:	73.79 miles
Total Area Surveyed:	5,112,852 ft ²
Number of Cracks in Network:	2,651,939
Average Length:	0.94 in
Average Width:	0.24 in
Average Depth:	0.10 in
Total Length of Cracks in Network:	39.45 miles

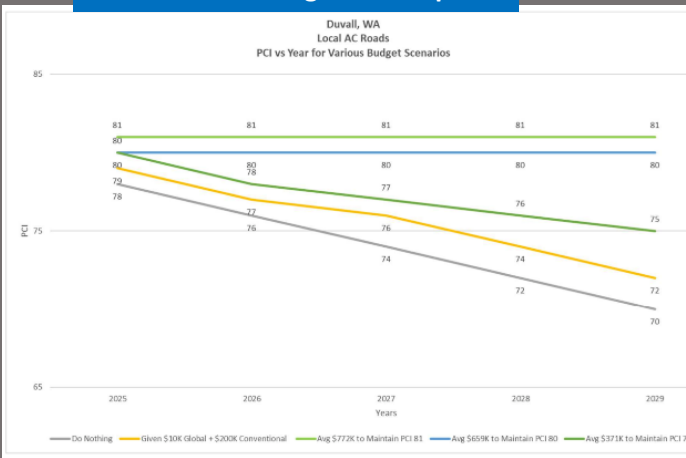
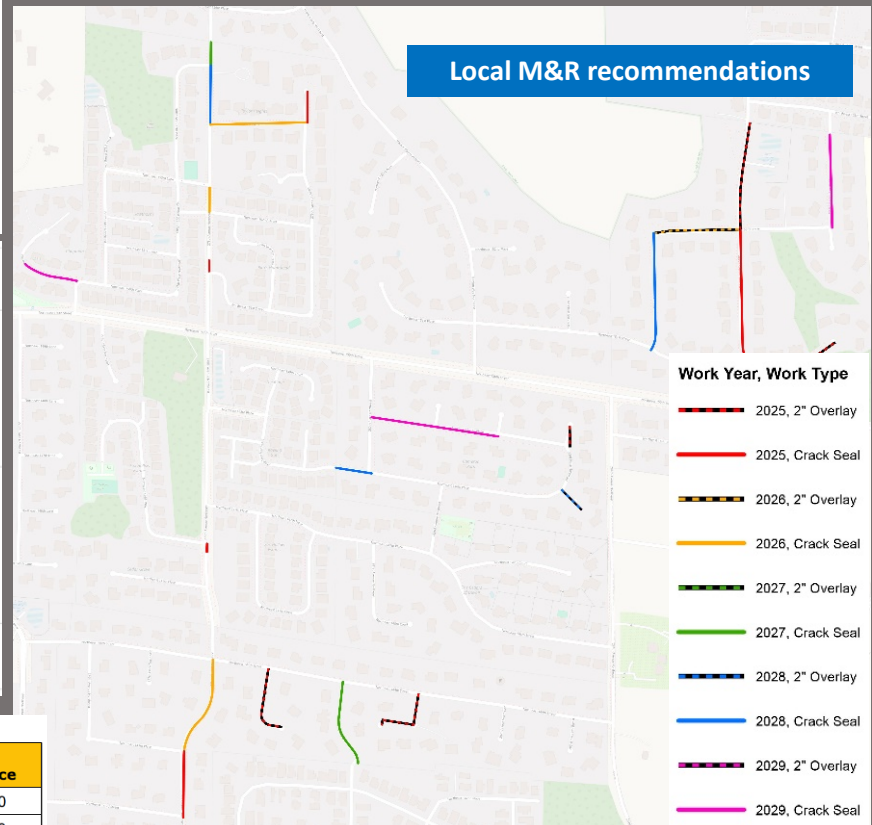
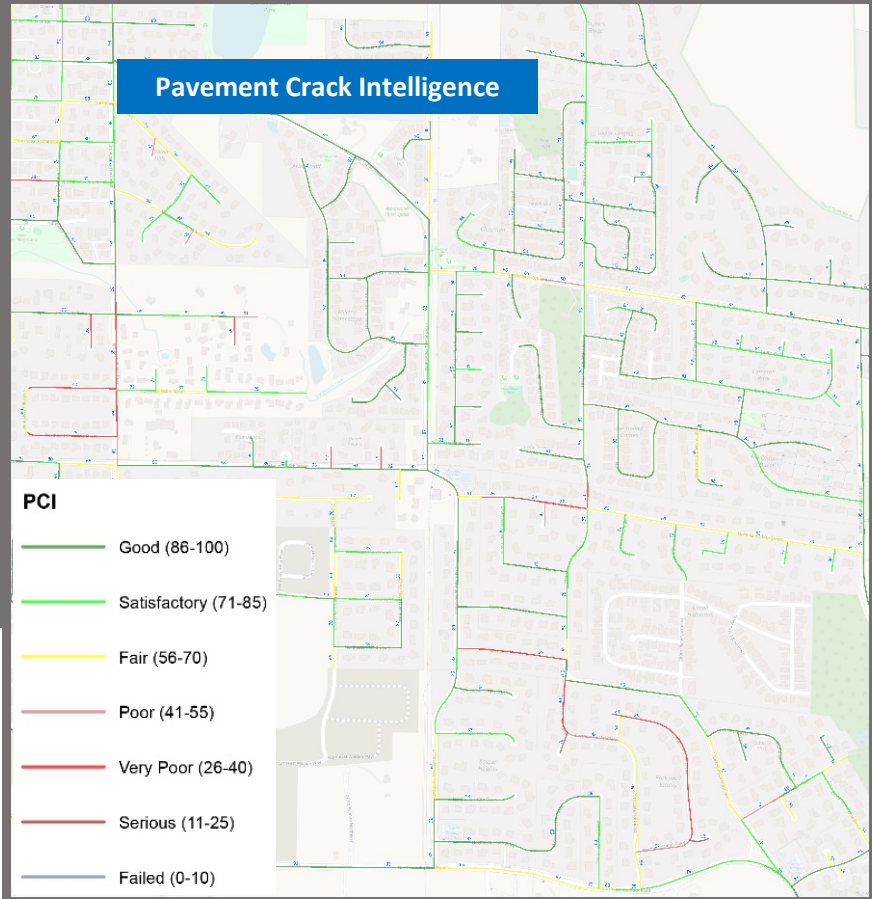


Table 12. Local Asphalt Roads – \$772K Annual Budget to Maintain PCI of 81

Year Beginning January 2025	Global Treatment Budget	Conventional Treatment Budget	PCI at Year End	Deferred Maintenance
FY 2025	\$260,000	\$517,000	81	\$3,800,000
FY 2026	\$8,000	\$771,000	81	\$3,700,000
FY 2027	\$37,000	\$730,000	81	\$3,300,000
FY 2028	\$15,000	\$756,000	81	\$3,300,000
FY 2029	\$19,000	\$749,000	81	\$3,200,000

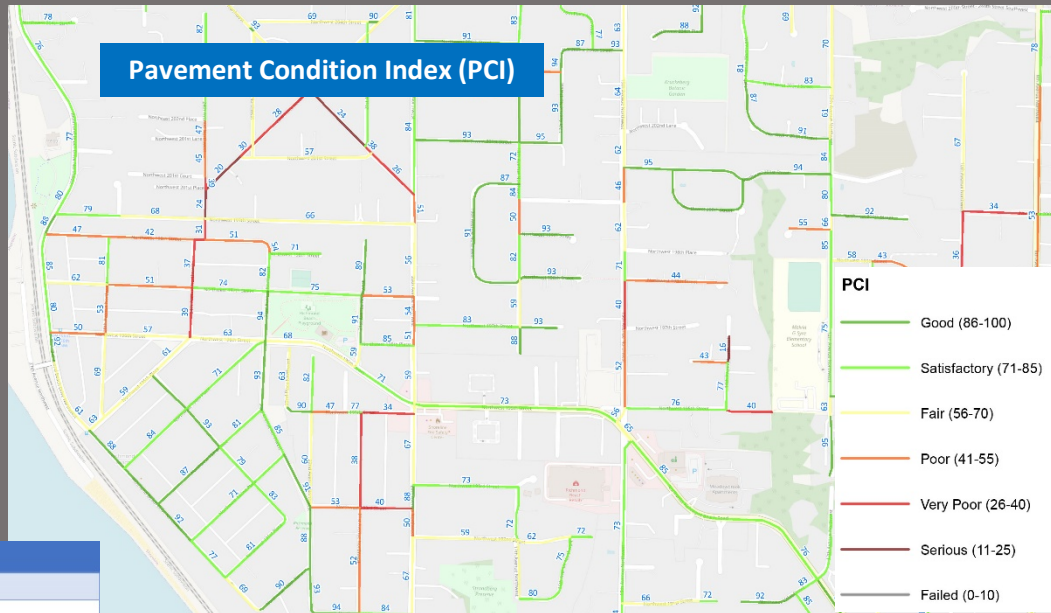
2025: Pavement Analysis (Spring 2025)

2020: Pavement and Asset Inspection

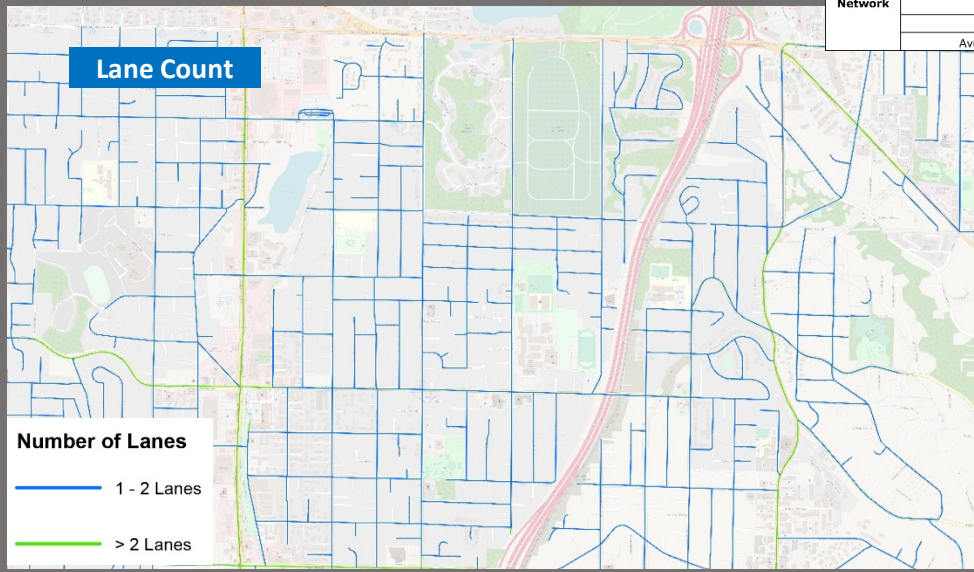
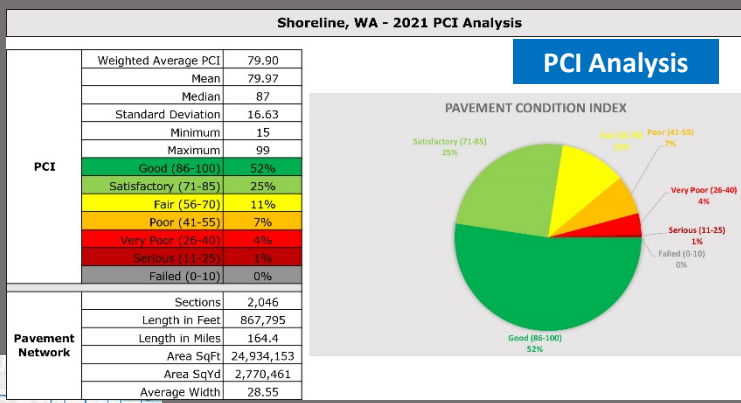
- 371 miles
- ASTM D6433 formatting
- Pavement Condition Index (PCI)
- 5-year work plan

2014: Pavement and Asset Inspection

- 371 miles
- ASTM D6433 formatting
- Pavement Condition Index (PCI)
- PAVER load
- GIS integration
- Rutting and ride data
- 5-year work plan



Reporting Dashboard	
PMS Report date	February 2021
Number of Miles in Network	164.35 C/L Miles
Network Value	\$256.4M
Cost to Fix Everything	\$11.8M
Average Network PCI	82
Work Planning Horizon	5-Years
Do-Nothing Budget	Pr/Art/Coll: PCI= 56 after 5-Yrs Resident: PCI= 66 after 5-Yrs
Consequence of Given \$4M/Yr. Budget	Pr/Art/Coll: PCI= 77 after 5-Yrs Resident: PCI= 81 after 5-Yrs (Note: Can't use all budget)
Budget to Maintain Network PCI	Pr/Art/Coll: \$2.07M/ Yr. Residential: \$1.6M/ Yr.
Budget to Achieve Network PCI of 80	Pr/Art/Coll: \$2.50M/ Yr. Resident: \$1.53M/ Yr.



Lane Miles Report – Shoreline, WA
(Generated May 18, 2021)

Total Lane Miles:	330.8 miles
Total Centerline in Input:	164.4 miles
Average Weighted Lanes per section:	2.2 lanes

Section ID	Name	From	To	Surface	WidthFt	LengthFt	AreaFt	PCI	PCI Rating
ST-1025	10TH AVE NE	NE 175TH ST	NE SERPENTINE PL	AC	34	238	8,096	93	Good
ST-1048	10TH AVE NE	NE 162ND ST	NE 165TH ST	AC	31	881	27,301	88	Good
ST-1113	10TH AVE NE	NE 172ND PL	NE 174TH ST	AC	28	495	13,868	95	Good
ST-1123	10TH AVE NE	-	NE 153RD CT	AC	36	385	13,855	95	Good
ST-1194	10TH AVE NE	NE PERKINS WY	NE 194TH ST	AC	22	956	21,031	64	Fair
ST-1334	10TH AVE NE	NE 151ST ST	NE 152ND ST	AC	20	285	5,699	94	Good
ST-1224	10TH AVE NE	NE 165TH ST	NE 170TH ST	AC	30	1,330	39,896	82	Satisfactory
ST-1380	10TH AVE NE	NE 194TH ST	NE 195TH ST	AC	22	304	6,696	72	Satisfactory
ST-1403	10TH AVE NE	NE 180TH ST	NE 182ND ST	AC	34	570	19,395	91	Good
ST-1411	10TH AVE NE	-	NE 182ND ST	AC	30	406	12,177	95	Good
ST-1571	10TH AVE NE	-	NE 175TH ST	PL	32	142	4,533	95	Good
ST-1589	10TH AVE NE	NE 174TH ST	NE 175TH ST	AC	28	330	9,253	92	Good
ST-1876	10TH AVE NE	NE SERPENTINE PL	NE 177TH PL	AC	22	440	9,679	93	Good



Section Report

2024: Pavement Analysis (Local)

- 1437 miles
- ASTM D6433 formatting
- Distress formatted for StreetSaver
- Sidewalk/ADA extraction

2023: Pavement Analysis (Arterial)

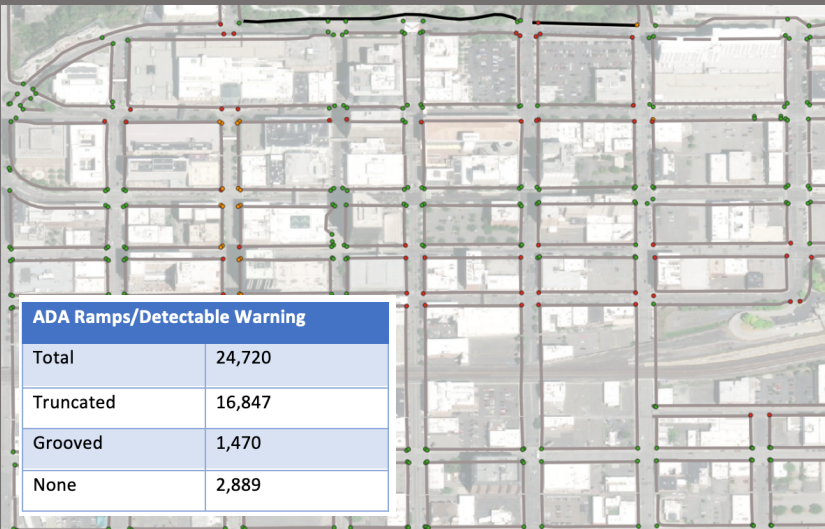
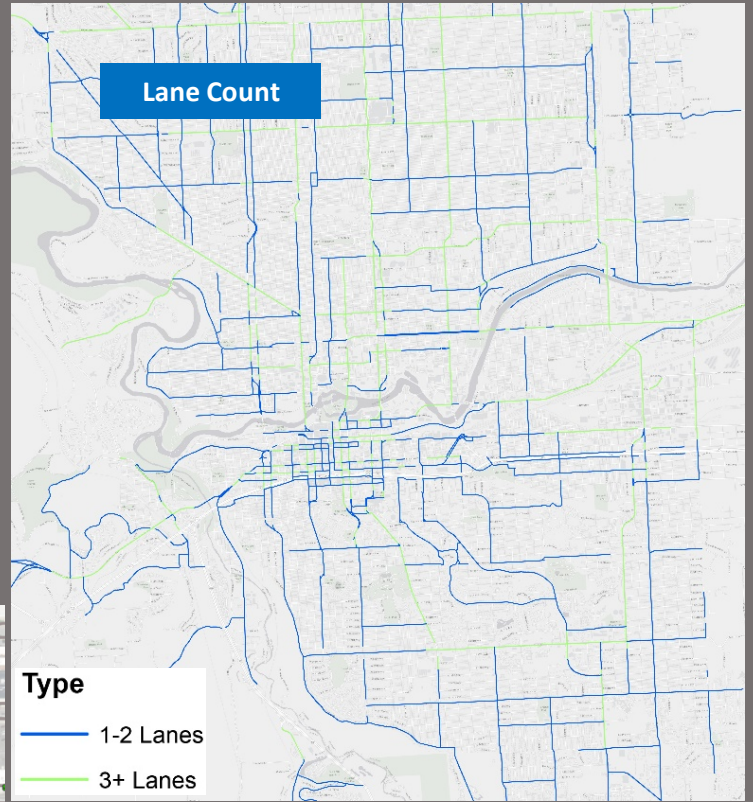
- 748 miles
- ASTM D6433 formatting
- Distress formatted for StreetSaver
- Sidewalk/ADA extraction

2022: Pavement Analysis (Local)

- 1437 miles

2020: Pavement Analysis (Arterial)

- 748 miles

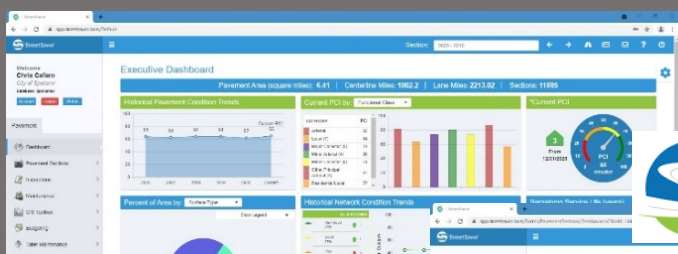


Crack Intel Report Summary - Spokane, WA
(Generated February 14, 2021)

Total Miles Surveyed:	748.42 miles
Total Area Surveyed:	51,858,748 ft ²
Number of Cracks in Network:	33,581,379
Average Length:	1.31 in
Average Width:	0.35 in
Average Depth:	0.12 in
Total Length of Cracks in Network:	694.58 miles

Lane Miles Report - Spokane, WA
(Generated February 14, 2022)

Total Lane Miles:	666.7 miles
Total Centerline in Input:	265.8 miles
Average Weighted Lanes per section:	2.9 lanes



SECTION	LINE MILES	LANE MILES	LANES	STATUS
1001	1.00	2.00	2	OK
1002	1.00	2.00	2	OK
1003	1.00	2.00	2	OK
1004	1.00	2.00	2	OK
1005	1.00	2.00	2	OK
1006	1.00	2.00	2	OK
1007	1.00	2.00	2	OK
1008	1.00	2.00	2	OK
1009	1.00	2.00	2	OK
1010	1.00	2.00	2	OK
1011	1.00	2.00	2	OK
1012	1.00	2.00	2	OK
1013	1.00	2.00	2	OK
1014	1.00	2.00	2	OK
1015	1.00	2.00	2	OK
1016	1.00	2.00	2	OK
1017	1.00	2.00	2	OK
1018	1.00	2.00	2	OK
1019	1.00	2.00	2	OK
1020	1.00	2.00	2	OK



These Next Five Pages (Pages #19 – 22) Comprising Bid Proposal Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.3.1.

Bid Proposal

RFP 6291-25

Automated Pavement Condition Surveys, Resulting Collected Data Must Be Format Compatibility With StreetSaver Pavement Management System.

Annual compensation will only be made for actual services requested, performed and accepted under resulting contract in accordance with awarded Firm’s all-inclusive, firm-fixed, lump-sum, contract unit pricing.

Annual price adjustment: The first full year (3/1/2025 – 2/28/2026) of the contract will be the base year. Each subsequent year there will be an opportunity for price adjustment on the anniversary of award, with firm providing support and accepted by the City.

The price(s) listed in this bid proposal are all-inclusive, firm-fixed, lump-sum pricing taking into account any and all cost required to perform services of this RFP, to include but not limited to providing ~~required bid bond (addendum 1)~~, permits, all labor, materials, supplies, equipment, vehicles, fuel, vehicle operators, supervision, organization, and data formatting to ensure data is format compatibility with Pavement Management System, StreetSaver, and other items of work and cost required for the proper execution and completion of services required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following all-inclusive price:

Arterial System:

All-inclusive, firm-fixed, lump-sum, unit pricing for the performance of Automated Pavement Condition Survey of Arterial System, comprised of 267 centerline miles and 750 lane miles, inclusive of providing collected data that is format compatibility with Pavement Management System, StreetSaver.

\$ 57,432.65

Tax Rate 9%, If Applicable \$ N/A

Extended Total \$ 57,432.65

Local Access System:

All-inclusive, firm-fixed, lump-sum, unit pricing for the performance of Automated Pavement Condition Survey of Local Access System, comprised of 727 centerline miles and 1448 lane miles, inclusive of providing collected data that is format compatibility with Pavement Management System, StreetSaver.

\$ 134,896.96

Tax Rate 9%, If Applicable \$ N/A

Extended Total \$ 134,896.96

City of Spokane, WA
Arterial / Collector Roads RFP Pricing 2025

Pavement Condition and StreetSaver Format

Task	Description	Comments	Units	Price	Total
1.1	*Field Data Collection (units = miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based LiDAR	263	\$99.00	\$26,037.00
1.2	Advanced Inspections - 100% Analysis of All Through Lanes, All Sections (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality failed locations, Web-based image viewer	1	\$4,990.00	\$4,990.00
1.3	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline. Transmap still has existing data and will not need to charge for this task unless network has changed	N/A	\$109.00	N/A
1.4	*Network Level Formatting - (units = sections)	ASTM D6433 distress standards - Average Pavement width included - Approximate sections - Sections were not included in the RFP	2,835	\$5.99	\$16,981.65
1.5	PCI Load (units = lump sum)	Formatting distress data and centerline file for mass load to establish PCI - Transmap will format all data for loading into StreetSaver	1	\$5,500.00	\$5,500.00
1.6	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates	36	\$109.00	\$3,924.00

Subtotal

\$57,432.65

*Transmap will bill actual units

City of Spokane, WA
Local Roads RFP Pricing 2025

Pavement Condition and StreetSaver Format

Task	Description	Comments	Units	Price	Total
2.1	*Field Data Collection (units = miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution. Ground-based LiDAR	676	\$97.99	\$66,241.24
2.2	Advanced Inspections - 100% Analysis of All Through Lanes, All Sections (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality failed locations, Web-based image viewer	1	\$7,984.00	\$7,984.00
2.3	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline. Transmap still has existing data and will not need to charge for this task unless network has changed	N/A	\$109.00	N/A
2.4	*Network Level Formatting - (units = sections)	ASTM D6433 distress standards - Average Pavement width included - Approximate sections - Sections were not included in the RFP	8,237	\$5.56	\$45,797.72
2.5	PCI Load (units = lump sum)	Formatting distress data and centerline file for mass load to establish PCI - Transmap will format all data for loading into StreetSaver	1	\$5,500.00	\$5,500.00
2.6	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates	86	\$109.00	\$9,374.00

Subtotal

\$134,896.96

*Transmap will bill actual units

**City of Spokane, WA
Recommended Optional Tasks**

Optional

Task	Description	Comments	Units	Price	Total
3.1	True Area Calculation - All Roads (units = lump sum)	Transmap will update the PMS and the Agency's GIS file to represent the True Area of pavement - True area will be an accurate width of pavement not just an average with from samples - This will assist the Paving Manager with actual widths to establish cost to replace pavement	1	\$14,099.00	\$14,099.00
3.2	Pavement Thickness - GPR - Arterial Roads (units = per mile)	GPR data collection one lane - Average pavement thickness per segment with min, max, std dev - GIS file and spreadsheet	263	\$127.00	\$33,401.00
3.3	Pavement Thickness - GPR - Local Roads (units = per mile)	GPR data collection one lane - Average pavement thickness per segment with min, max, std dev - GIS file and spreadsheet	676	\$127.00	\$85,852.00

City of Spokane, WA

Additional Value Options

Task	Description	Comments	Units	Price
	LiDAR Advanced Inspection (units = lump sum)		1	\$7,995.00
	LiDAR Processing (units = hours)	Processing and QA/QC of LiDAR data	1	\$125.00
	Customized Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting - Budget scenarios with actual dollar amounts per M&R activity	1	\$137.00
	StreetSaver Training (units = Lump Sum)	Transmap will work with MTC and provide initial training on MTC distress ID, Essential skills, Pavement condition assessment, Budget analysis, Project selection and GIS toolbox - We will provide both web-based and hands on training	1	\$2,400.00
	System 6 Trail Collection (units = day rate)	Transmap will utilize our LiDAR and Ladybug5 mobile solution to collect assets on trails.	1	\$5,950.00
	Parking Lot Collection (units = day rate)	Transmap will utilize our LiDAR and Ladybug5 mobile solution to collect assets on trails.	1	\$5,950.00
	Fast Structural - (units = per mile)	Structural Condition Index based on ASTM results from PAVER	1	\$7.99
	Pavement Assets (units = centerline miles) Rates based on standard attributes	Transmap can package all assets to support paving into a logical extraction pass (ADA ramps, striping, markings, curb & gutter, shoulders, medians etc.)	1	\$35 - \$155
	Utility Assets (units = centerline miles) Rates based on standard attributes	Transmap can package all utility assets into a logical extraction pass (drop inlets, curb inlets, manholes, culverts, bridges, light poles, fire hydrants, water valves, etc.)	1	\$25 - \$125
	Traffic Assets (units = centerline miles) Rates based on standard attributes	Transmap can package all traffic assets into a logical extraction pass (signs, signals and poles, traffic calming, intersection control, street lights, etc.)	1	\$45 - \$225

These Next Five Pages (Pages #19 – 22) Comprising Bid Proposal Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #5.3.1.

Bid Proposal

RFP 6291-25

Automated Pavement Condition Surveys, Resulting Collected Data Must Be Format Compatibility With StreetSaver Pavement Management System.

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The price(s) listed in this bid proposal are all-inclusive, firm-fixed, lump-sum pricing taking into account any and all cost required to perform services of this RFP, to include but not limited to providing ~~required bid bond (addendum 1)~~, permits, all labor, materials, supplies, equipment, vehicles, fuel, vehicle operators, supervision, organization, and data formatting to ensure data is format compatibility with Pavement Management System, StreetSaver, and other items of work and cost required for the proper execution and completion of services required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the services at the following all-inclusive price:

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\$ 57,432.65

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Extended Total \$ 57,432.65

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\$ 134,896.96

Tax Rate 9%, If Applicable \$ N/A

Extended Total \$ 134,896.96

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1-3 and agrees that their requirements have been included in this bid proposal.

PERIOD OF PERFORMANCE.

The bidder agrees the period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about March 1, 2025, and to end on February 28, 2030.

BIDDER RESPONSIBILITY.

~~Washington State Contractor's Registration No. (Addendum 3, 12/19/2024)~~

~~(must be in effect at time of bid submittal)~~

U.B.I. Number 603-419-000

~~(Must be in effect at time of bid submittal, or Bidder must provide support with its bid, that Bidder is in process of obtaining UBI. A Contract cannot be put into place until UBI number is held by selected vendor) (Addendum 3, 12/19/2024)~~

(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.)

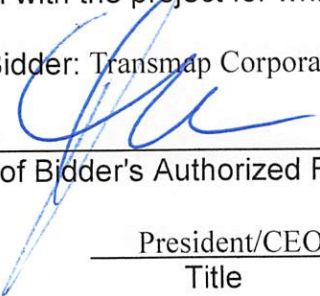
~~BID SECURITY (Addendum 2, 12/19/24)~~

~~A bid security in the amount of FIVE PERCENT (5%) OF THE TOTAL FIVE YEAR NOT TO EXCEED AMOUNT OF \$500,000, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a contract and/or furnish proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.~~

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Transmap Corporation/Howard Luxhoj, PE



Signature of Bidder's Authorized Representative

President/CEO
Title

5030 Transamerica Drive, Columbus, OH 43228

Address

614-810-1235
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 _____

11/9/2025

date



Summer McKee
Notary Public, State of Ohio
Commission Expires:
March 11, 2029

Signature of Notary Public _____

My appointment expires 3/11/2029

~~This Page (Page #22) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #7.1. (Addendum 1, 12/17/2024)~~

BID BOND

We, _____ as Principal,

and _____ 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 FIVE-YEAR NOT TO EXCEED AMOUNT OF \$500,000, 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~~

Automated Pavement Condition Surveys, Resulting Collected Data Must Be Format Compatibility With StreetSaver Pavement Management System

~~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 proof of insurance to the City, 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 _____

AS PRINCIPAL _____

By: _____

Title: _____

A valid POWER OF _____
ATTORNEY must _____ AS SURETY
accompany this bond.

By: _____

Address _____

Phone _____

Attorney in Fact



STATE OF WASHINGTON

BUSINESS LICENSE

Corporation

TRANSMAP CORPORATION
5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Issue Date: Dec 20, 2024

Unified Business ID #: 603419000

Business ID #: 001

Location: 0002

Expires: Jul 31, 2025

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: 603419000 001 0002

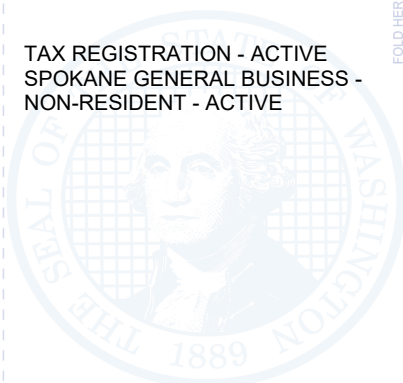
TRANSMAP CORPORATION
5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE



Expires: Jul 31, 2025

Director, Department of Revenue

This Page (Page #23) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #8.1.

SUBCONTRACTOR LIST

**RFP 6291-25,
Automated Pavement Condition Surveys, Resulting Collected Data Must Be Format
Compatibility With StreetSaver Pavement Management System.**

 X **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number _____

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____

CONTRACTOR _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S U.B.I. Number. _____



< Business Lookup

License Information:

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

Entity name: TRANSMAP CORPORATION

Business name: TRANSMAP CORPORATION

Entity type: [Corporation](#)

UBI #: 603-419-000

Business ID: 001

Location ID: 0002

Location: Active

Location address: 5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

Mailing address: 5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Jul-31-2025	Sep-28-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUXHOJ, HOWARD	President
SCHORLING, CRAIG	Vice President

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/5/2025 3:12:13 PM

Contact us

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Date Rec'd**

2/7/2025

Clerk's File #

OPR 2020-0731

Cross Ref #**Project #****Council Meeting Date:** 03/10/2025**Submitting Dept**

STREETS

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

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

1100 - TRANSMAP PAVEMENT ASSESSMENT CONTRACT AMENDMENT

Agenda Wording

The Street Department is requesting approval for a cost amendment to the automated pavement assessment contract with Transmap (OPR 2020-0731).

Summary (Background)

The Transmap contract was previously amended in 2023 to include sidewalk infill data collection under the scope of work. The 2024 sidewalk assessment data is at a cost of \$77,765.00. This work provides consistent and accurate data regarding sidewalk infill. Transmap's original contract was awarded via RFQ in 2020 and this amendment will provide further continuity of data regarding sidewalk infill.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$77,765.00
Current Year Cost	\$ \$77,765.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Following the collection of this data, the Street Department incorporates the condition data into road maintenance plans for the coming years.	
Amount	
Budget Account	
Expense	\$ \$77,765.00
Select	#
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	BAIRD, CHRISTI
<u>Legal</u>	BEATTIE, LAUREN
<u>For the Mayor</u>	PICCOLO, MIKE
Distribution List	
Craig Schorling, cschorling@transmap.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	ccafaro@spokanecity.org
tbrazington@spokanecity.org	nzollinger@spokanecity.org

Committee Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2/20/2025
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 625-7744
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Transmap Pavement Assessment Contract Amendment
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 Street Department is requesting approval for a cost amendment to the automated pavement assessment contract with Transmap (OPR 2020-0731). The contract was previously amended in 2023 to include sidewalk infill data collection under the scope of work.</p> <p>The 2024 sidewalk assessment data is at a cost of \$77,765.00.</p> <p>Transmap’s original contract was awarded via RFQ in 2020 and this amendment will provide further continuity of data regarding sidewalk infill.</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>\$77,765.00</u></p> <p> Current year cost: \$77,765.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Following the collection of this data, the Street Department incorporates the condition data into road maintenance plans for the coming years.</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? 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? <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? 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. N/A



City of Spokane
CONTRACT AMENDMENT
Title: **AUTOMATED PAVEMENT CONDITION SURVEY
– ARTERIAL DATA COLLECTION**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Transmap Corporation**, whose address is 5030 Transamerica Drive, Columbus, Ohio 43228, as (“Firm”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Firm agreed to perform Automated Pavement Condition Survey: Arterial Date Collection for the City; 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 October 19, 2020, 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 10/19/2020 and shall end February 28, 2025.

3. ADDITIONAL WORK.

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

Sidewalk Data has been added to the scope of work

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$77,765.00)** 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.

TRANSMAP 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:

Amended Scope of Work document – Pricing Sidewalk / ADA – Local Roads, dated November 7, 2024.

U2025-025

**City of Spokane, WA
Pricing Sidewalk/ADA - Local Roads**

Task	Description	Comments	Units	Price	Total
3.1	Sidewalks/ADA Ramps (units = centerline miles)	Attributes include; street name, unique ID, unique ID (street centerline), type, average width, (concrete, paver, etc), Detectable warning (truncated dome, color), No ADA ramp locations	676	\$108.50	\$73,346.00
3.2	GIS Integration (units = hours)	Transmap will link all collected assets to the Agency centerline unique ID and road name.	12	\$109.00	\$1,308.00
3.3	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	79	\$109.00	\$8,611.00

Subtotal **\$83,265.00**

* Discount applies if Purchase Order is received by November 21, 2024

Repeat Customer Discount* **~~-\$5,500.00~~
Project Total **\$77,765.00**



Craig Schorling, GISP, Vice President

City of Spokane, WA



< Business Lookup

License Information:

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

Entity name: TRANSMAP CORPORATION

Business name: TRANSMAP CORPORATION

Entity type: [Corporation](#)

UBI #: 603-419-000

Business ID: 001

Location ID: 0002

Location: Active

Location address: 5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

Mailing address: 5030 TRANSAMERICA DR
COLUMBUS OH 43228-9335

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Jul-31-2025	Sep-28-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
LUXHOJ, HOWARD	President
SCHORLING, CRAIG	Vice President

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/5/2025 3:12:13 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 11/25/2024**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	11/14/2024
		Clerk's File #	OPR 2025-0177
		Cross Ref #	
		Project #	2023120
Submitting Dept	ENGINEERING SERVICES	Bid #	
Contact Name/Phone	DAN BULLER 625-6391	Requisition #	CR 27264
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	0370 - LOW BID AWARD - SCOTT ELEMENTARY AREA PEDESTRIAN		

Agenda Wording

Low Bid of Wm. Winkler Company of Newman Lake, WA for Scott Elementary Area Pedestrian Improvements - \$1,105,143.25 plus tax. An administrative reserve of \$110,514.33 plus tax, which is 10% of the contract, will be set aside.

Summary (Background)

This project includes various pedestrian infrastructure including sidewalk infill, crosswalks and curb extensions (bumpouts) near Scott Elementary School. On February 10, 2025, bids were opened for the above project. The low bid from Wm. Winkler Company in the amount of \$1,105,143.25, which is \$325,893.75 or 22.77% below the Engineer's Estimate of \$1,431,037.00. 5 other bids were received as follows: Inland Infrastructure, LLC - \$1,348,431.00, Cameron-Reilly, LLC - \$1,362,621.75, DW Excavating, Inc - \$1,378,318.00, N.A. Degerstrom, Inc - \$1,381,286.50, Liberty Concrete, LLC - \$1,441,658.81.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects.

Council Subcommittee Review

N/A.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 1,105,143.25		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
The project is paid with about 80% by a state of Washington grant and about 20% by the arterial street fund.			
Amount			
Budget Account			
Expense	\$ 1,105,143.25	# 3200-95164-95300-56501-86139	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
N/A			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
N/A			
Approvals		Additional Approvals	
Dept Head	BULLER, DAN	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Brian Winkler - brian@wmwinkler.com		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		eraea@spokanecity.org	
dbuller@spokanecity.org		publicworksaccounting@spokanecity.org	
pyoung@spokanecity.org		bward@spokanecity.org	
jradams@spokanecity.org			

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	11-25-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Scott 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 curb extensions (bumpouts) near Scott Elementary School – see attached exhibit. • 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>\$1.3M</u></p> <p style="padding-left: 20px;">Current year cost: 0</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$1.3M</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? 	

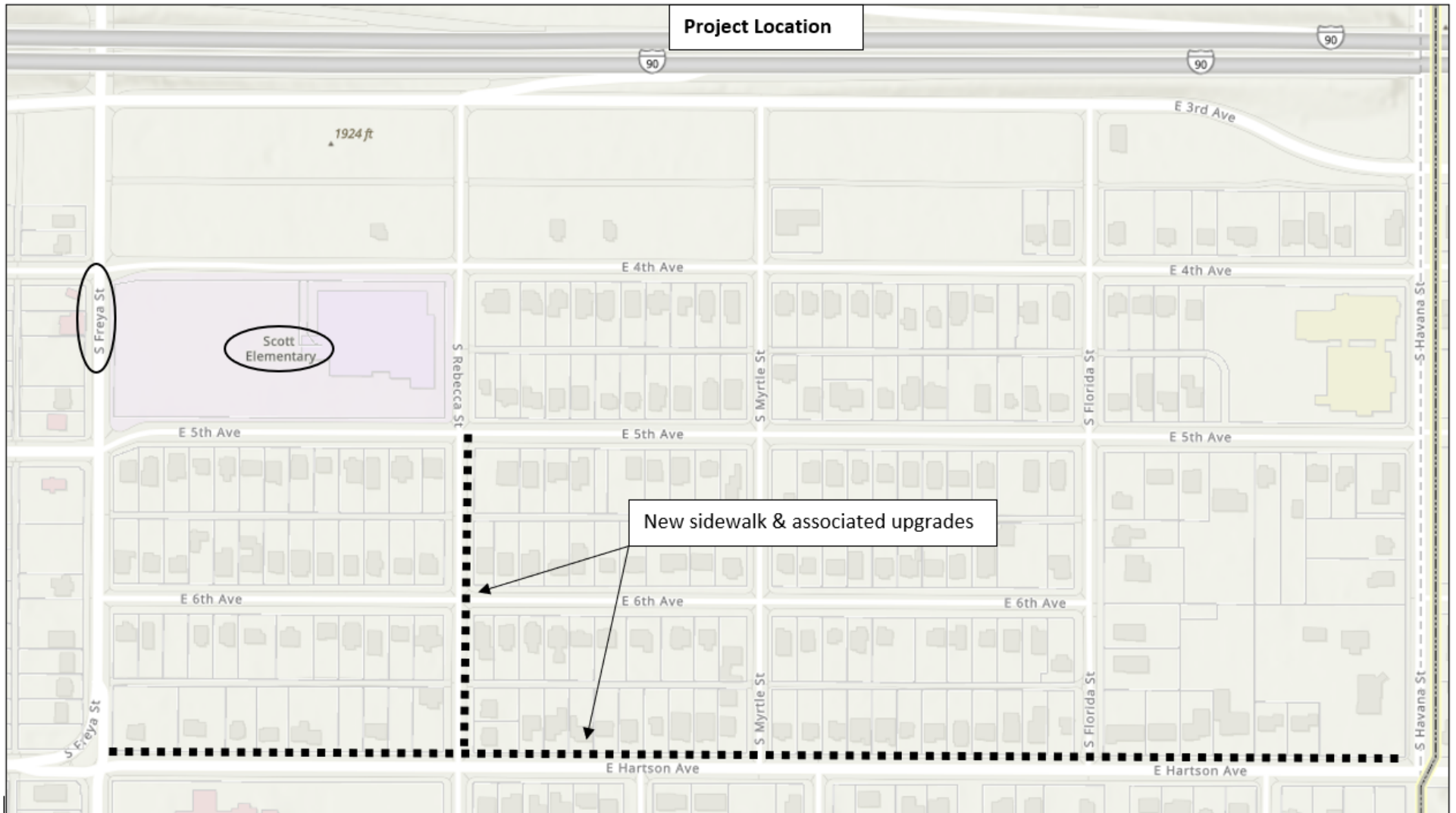
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

- 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.



Project Location

New sidewalk & associated upgrades

S Freya St

Scott Elementary

1924 ft

E 4th Ave

E 3rd Ave

E 4th Ave

E 5th Ave

E 5th Ave

E 5th Ave

E 6th Ave

E 6th Ave

E 6th Ave

E Hartson Ave

E Hartson Ave

S Myrtle St

S Florida St

S Havana St

S Freya St

90

90

90



City of Spokane
PUBLIC WORKS CONTRACT
Title: **SCOTT ELEMENTARY SRTS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WM. WINKLER COMPANY**, whose address is 5516 North Starr Road, Newman Lake, Washington 99025, 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 **SCOTT ELEMENTARY SAFE ROUTES TO SCHOOL (SRTS)**.
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. 2023120 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 \$1,105,143.25, 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 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.
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. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the

industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. 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.

32. 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.

33. 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.

WM. WINKLER COMPANY

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

25-025

PAYMENT BOND

We, **WM. WINKLER COMPANY**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED FIVE THOUSAND ONE HUNDRED FORTY-THREE AND 25/100 DOLLARS (\$1,105,143.25)** 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 **SCOTT ELEMENTARY SAFE ROUTES TO SCHOOL (SRTS)**. 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 _____.

WM. WINKLER COMPANY,

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.

PERFORMANCE BOND

We, **WM. WINKLER COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED FIVE THOUSAND ONE HUNDRED FORTY-THREE AND 25/100 DOLLARS (\$1,105,143.25)** 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 **SCOTT ELEMENTARY SAFE ROUTES TO SCHOOL (SRTS)**. 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 _____

WM. WINKLER COMPANY,

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/> 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)

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	\$ 1,250.00	\$ 1,250.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,300.00	\$ 1,300.00
4	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 4,850.00	\$ 4,850.00
5	MOBILIZATION	1.00 LS	\$ 59,995.00	\$ 59,995.00
6	WORK ZONE SAFETY CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
7	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 60,250.00	\$ 60,250.00
8	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 5,681.00	\$ 5,681.00
9	FLAGGER	560.00 HR	\$ 77.50	\$ 43,400.00
10	OTHER TRAFFIC CONTROL LABOR	128.00 HR	\$ 77.50	\$ 9,920.00
11	CONSTRUCTION SIGNS CLASS A	394.00 SF	\$ 14.50	\$ 5,713.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	672.00 HR	\$ 5.50	\$ 3,696.00
13	TYPE III BARRICADE	20.00 EA	\$ 70.00	\$ 1,400.00

14	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1.00 LS	\$	2,731.00	\$	2,731.00
15	CLEARING AND GRUBBING	1.00 LS	\$	6,750.00	\$	6,750.00
16	TREE ROOT TREATMENT	14.00 EA	\$	378.00	\$	5,292.00
17	TREE PROTECTION ZONE	18.00 EA	\$	362.00	\$	6,516.00
18	TREE PRUNING	13.00 EA	\$	815.50	\$	10,601.50
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,980.00	\$	3,980.00
20	REMOVE EXISTING CURB	3,330.00 LF	\$	4.75	\$	15,817.50
21	REMOVE EXISTING CURB AND GUTTER	15.00 LF	\$	33.50	\$	502.50
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	515.00 SY	\$	20.50	\$	10,557.50
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4.00 EA	\$	1,675.00	\$	6,700.00
24	REMOVE CURB/GRATE INLET	2.00 EA	\$	1,500.00	\$	3,000.00
25	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	50.00 LF	\$	55.00	\$	2,750.00
26	SAWCUTTING CURB	40.00 EA	\$	27.00	\$	1,080.00
27	SAWCUTTING RIGID PAVEMENT	3,635.00 LFI	\$	0.75	\$	2,726.25
28	SAWCUTTING FLEXIBLE PAVEMENT	22,670.00 LFI	\$	0.50	\$	11,335.00
29	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1,890.00 LFI	\$	0.50	\$	945.00

30	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1.00 EA	\$	1,525.00	\$	1,525.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	245.00	\$	4,900.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	268.00	\$	5,360.00
33	CONTROLLED DENSITY FILL	10.00 CY	\$	257.00	\$	2,570.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	336.00 CY	\$	157.00	\$	52,752.00
35	COMMERCIAL HMA	2.00 TON	\$	732.50	\$	1,465.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	650.00 SY	\$	49.00	\$	31,850.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1,490.00 SY	\$	49.00	\$	73,010.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3,740.00 SY	\$	23.50	\$	87,890.00
39	COMMERCIAL CONCRETE	10.00 CY	\$	375.00	\$	3,750.00
40	MANHOLE 72 IN. DOGHOUSE	1.00 EA	\$	21,500.00	\$	21,500.00
41	MANHOLE 96 IN. DOGHOUSE	1.00 EA	\$	26,950.00	\$	26,950.00
42	CATCH BASIN TYPE 1	11.00 EA	\$	2,850.00	\$	31,350.00
43	GRATE INLET TYPE 3	2.00 EA	\$	2,225.00	\$	4,450.00
44	MH OR DW FRAME AND COVER (STANDARD)	1.00 EA	\$	1,104.00	\$	1,104.00

45	MH OR DW FRAME AND COVER (LOCKABLE)	7.00 EA	\$	1,100.00	\$	7,700.00
46	FRAME AND GRATE FOR CB OR GRATE INLET	2.00 EA	\$	975.00	\$	1,950.00
47	VALVE BOX AND COVER	5.00 EA	\$	531.00	\$	2,655.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	9.00 EA	\$	800.00	\$	7,200.00
49	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3.00 EA	\$	880.00	\$	2,640.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2.00 EA	\$	638.00	\$	1,276.00
51	CLEANING EXISTING DRAINAGE STRUCTURE	8.00 EA	\$	370.00	\$	2,960.00
52	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	120.00	\$	2,400.00
53	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	142.50	\$	2,850.00
54	IMPORTED BACKFILL	20.00 CY	\$	90.00	\$	1,800.00
55	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,000.00	\$	1,000.00
56	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	625.00 LF	\$	83.00	\$	51,875.00
57	PLUGGING EXISTING PIPE	3.00 EA	\$	535.00	\$	1,605.00
58	CLEANING EXISTING SANITARY SEWERS	9.00 EA	\$	371.50	\$	3,343.50
59	ESC LEAD	1.00 LS	\$	550.00	\$	550.00
60	INLET PROTECTION	8.00 EA	\$	87.00	\$	696.00

61	TOPSOIL TYPE A, 2 INCH THICK	900.00 SY	\$	7.25	\$	6,525.00
62	HYDROSEEDING	100.00 SY	\$	9.00	\$	900.00
63	SOD INSTALLATION	800.00 SY	\$	11.75	\$	9,400.00
64	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	5,900.00	\$	5,900.00
65	CEMENT CONCRETE CURB	314.00 LF	\$	33.70	\$	10,581.80
66	CEMENT CONC. CURB AND GUTTER	2,853.00 LF	\$	35.40	\$	100,996.20
67	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	647.00 SY	\$	81.00	\$	52,407.00
68	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	206.00 SY	\$	80.00	\$	16,480.00
69	CHANNELIZING DEVICES TYPE 4	14.00 EA	\$	282.00	\$	3,948.00
70	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	4,800.00	\$	4,800.00
71	REFERENCE AND REESTABLISH SURVEY MONUMENT	5.00 EA	\$	1,260.00	\$	6,300.00
72	CEMENT CONC. SIDEWALK	1,648.00 SY	\$	62.00	\$	102,176.00
73	RAMP DETECTABLE WARNING	186.00 SF	\$	24.25	\$	4,510.50
74	MAILBOX SUPPORT, TYPE 1	5.00 EA	\$	670.00	\$	3,350.00
75	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	32,000.00	\$	32,000.00

76	PAVEMENT MARKING - DURABLE HEAT APPLIED	297.00 SF	\$	20.00	\$	5,940.00
77	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	2,262.00	\$	2,262.00
Schedule A-1 Subtotal						\$ <u>1,105,143.25</u>
Summary of Bid Items				Bid Total		\$ <u>1,105,143.25</u>



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 15, 2024

Profit Corporation

Unified Business ID #: 602703784

Business ID #: 001

Location: 0001

Expires: Mar 31, 2025

WM. WINKLER COMPANY
5516 N STARR RD
NEWMAN LAKE WA 99025-8609

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #10278 - ACTIVE
- KENNEWICK GENERAL BUSINESS - NON-RESIDENT #103615 - ACTIVE
- LIBERTY LAKE GENERAL BUSINESS - NON-RESIDENT #00434 - ACTIVE
- RICHLAND GENERAL BUSINESS - NON-RESIDENT #F0E834 - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11099851BUS - ACTIVE
- QUINCY GENERAL BUSINESS - NON-RESIDENT #2019-006 - ACTIVE
- MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BUS2014-09906 - ACTIVE
- WEST RICHLAND GENERAL BUSINESS - NON-RESIDENT #2773 - ACTIVE
- CHENEY GENERAL BUSINESS - NON-RESIDENT #BUS2010-145 - ACTIVE
- WENATCHEE GENERAL BUSINESS - NON-RESIDENT #160191 - ACTIVE
- CLARKSTON GENERAL BUSINESS - NON-RESIDENT #009256.0 - ACTIVE

LICENSING RESTRICTIONS:

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: 602703784 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2025

WM. WINKLER COMPANY
5516 N STARR RD
NEWMAN LAKE WA 99025-8609

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #10278 - ACTIVE
- KENNEWICK GENERAL BUSINESS - NON-RESIDENT #103615 - ACTIVE
- LIBERTY LAKE GENERAL BUSINESS - NON-RESIDENT #00434 - ACTIVE
- RICHLAND GENERAL BUSINESS - NON-RESIDENT #F0E834 - ACTIVE
- SPOKANE VALLEY GENERAL



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

WM. WINKLER COMPANY
5516 N STARR RD
NEWMAN LAKE WA 99025-8609

Not licensed to hire minors without a Minor Work Permit.

Issue Date: Mar 15, 2024

Unified Business ID #: 602703784

Business ID #: 001

Location: 0001

Expires: Mar 31, 2025

REGISTERED TRADE NAMES:

WILLIAM WINKLER CO

WILLIAM WINKLER COMPANY

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: 602703784 001 0001

STATE OF WASHINGTON

Expires: Mar 31, 2025

WM. WINKLER COMPANY
5516 N STARR RD
NEWMAN LAKE WA 99025-8609

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #10278 - ACTIVE
KENNEWICK GENERAL BUSINESS - NON-RESIDENT #103615 - ACTIVE
LIBERTY LAKE GENERAL BUSINESS - NON-RESIDENT #00434 - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT #F0E834 - ACTIVE
SPOKANE VALLEY GENERAL

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)

2/10/2025

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

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

PRODUCER Parker Smith & Feek Insurance LLC 2233 112th Ave NE Bellevue WA 98004 License#: PC-1719201	CONTACT NAME: PHONE (A/C, No, Ext): 425-709-3600		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Wm Winkler Company PO Box 430 Newman Lake WA 99025 License#: PC-1719201 WMWINKL-02	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: American Guarantee and Liability Insurance		26247
	INSURER C: Indian Harbor Insurance Company		36940
	INSURER D:		
	INSURER E:		
INSURER F:			

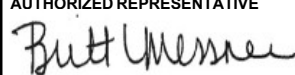
COVERAGES **CERTIFICATE NUMBER:** 111599596 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 1,000 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:			GLO441452802	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 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 <input checked="" type="checkbox"/> Liability De			BAP641138902	4/1/2024	4/1/2025	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 RETENTION \$ 0			SXS641139002	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			PEC200022502	4/1/2024	4/1/2025	Each Claim/Aggregate \$2,000,000
A	Hired Auto Physical Damage (HAPD)			BAP641138902	4/1/2024	4/1/2025	Comprehensive Ded \$500 Collision Ded \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 INSR: American Guarantee & Liability Ins. | INS TYPE: Auto Physical Damage | POLICY NUMBER: BAP641138901 (04/01/2024 - 04/01/2025)
 BAP641138901 | LIMITS: Refer to description of operations for deductibles;
 INSR: Travelers Prop. Casualty Co. of Amer. | INS TYPE: Leased/Rented Equipment | POLICY NUMBER: QT6307K761673TIL23 (04/01/2024 - 04/01/2025)QT6307K761673TIL23 | LIMITS: Limit \$575,000; \$1,000 Deductible;
 INSR: Travelers Indemnity Co. of America | INS TYPE: Rail Road Protective Liability | POLICY NUMBER: DTSPS8T23110AIND23 (06/01/2023 - 06/01/2024)DTSPS8T23110AIND23 | LIMITS: \$2,000,000/\$6,000,000 ;
 INSR: Markel American Insurance Company | INS TYPE: Motor Truck Cargo | POLICY NUMBER: MKLM5IM0054185 (04/01/2024 - 04/01/2025)
 MKLM5IM0054185 | LIMITS: MTC Limit \$1,000,000;
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Spokane 808 W. 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Parker Smith & Feek Insurance LLC		NAMED INSURED Wm Winkler Company PO Box 430 Newman Lake WA 99025	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Exhibit Only.

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2023120

Project Description Scott Elementary SRTS Safe Routes to School **Original Date**

2/10/2025 2:37:00 PM

Project Number: 2023120			Engineer's Estimate		WM WINKLER COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CAMERON-REILLY LLC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Tax Classification										
Schedule 01										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	7,500.00	7,500.00	1,250.00	\$1,250.00	1,300.00	\$1,300.00	1,500.00	\$1,500.00
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	1,300.00	\$1,300.00	600.00	\$600.00	500.00	\$500.00
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	4,850.00	\$4,850.00	3,229.00	\$3,229.00	5,000.00	\$5,000.00
5	MOBILIZATION	1 LS	104,400.00	104,400.00	59,995.00	\$59,995.00	127,750.00	\$127,750.00	133,165.00	\$133,165.00
6	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
7	TRAFFIC CONTROL SUPERVISOR	1 LS	85,000.00	85,000.00	60,250.00	\$60,250.00	57,500.00	\$57,500.00	50,000.00	\$50,000.00
8	PEDESTRIAN TRAFFIC CONTROL	1 LS	2,000.00	2,000.00	5,681.00	\$5,681.00	6,875.00	\$6,875.00	8,000.00	\$8,000.00
9	FLAGGER	560 HR	45.00	25,200.00	77.50	\$43,400.00	70.00	\$39,200.00	89.00	\$49,840.00
10	OTHER TRAFFIC CONTROL LABOR	128 HR	80.00	10,240.00	77.50	\$9,920.00	75.00	\$9,600.00	94.00	\$12,032.00
11	CONSTRUCTION SIGNS CLASS A	394 SF	15.00	5,910.00	14.50	\$5,713.00	16.00	\$6,304.00	19.00	\$7,486.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	672 HR	8.00	5,376.00	5.50	\$3,696.00	4.50	\$3,024.00	5.00	\$3,360.00
13	TYPE III BARRICADE	20 EA	170.00	3,400.00	70.00	\$1,400.00	55.00	\$1,100.00	65.00	\$1,300.00
14	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	3,000.00	3,000.00	2,731.00	\$2,731.00	5,250.00	\$5,250.00	20,000.00	\$20,000.00
15	CLEARING AND GRUBBING	1 LS	1,000.00	1,000.00	6,750.00	\$6,750.00	11,550.00	\$11,550.00	20,000.00	\$20,000.00
16	TREE ROOT TREATMENT	14 EA	800.00	11,200.00	378.00	\$5,292.00	525.00	\$7,350.00	750.00	\$10,500.00
17	TREE PROTECTION ZONE	18 EA	300.00	5,400.00	362.00	\$6,516.00	200.00	\$3,600.00	350.00	\$6,300.00
18	TREE PRUNING	13 EA	300.00	3,900.00	815.50	\$10,601.50	190.00	\$2,470.00	350.00	\$4,550.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	3,980.00	\$3,980.00	15,500.00	\$15,500.00	15,000.00	\$15,000.00
20	REMOVE EXISTING CURB	3330 LF	12.00	39,960.00	4.75	\$15,817.50	8.00	\$26,640.00	12.00	\$39,960.00
21	REMOVE EXISTING CURB AND GUTTER	15 LF	16.00	240.00	33.50	\$502.50	10.00	\$150.00	29.00	\$435.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	515 SY	26.00	13,390.00	20.50	\$10,557.50	16.00	\$8,240.00	35.00	\$18,025.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4 EA	750.00	3,000.00	1,675.00	\$6,700.00	1,050.00	\$4,200.00	1,100.00	\$4,400.00
24	REMOVE CURB/GRATE INLET	2 EA	750.00	1,500.00	1,500.00	\$3,000.00	1,050.00	\$2,100.00	1,100.00	\$2,200.00
25	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	50 LF	30.00	1,500.00	55.00	\$2,750.00	15.00	\$750.00	22.00	\$1,100.00
26	SAWCUTTING CURB	40 EA	55.00	2,200.00	27.00	\$1,080.00	30.00	\$1,200.00	30.00	\$1,200.00
27	SAWCUTTING RIGID PAVEMENT	3635 LFI	2.00	7,270.00	0.75	\$2,726.25	1.00	\$3,635.00	1.15	\$4,180.25
28	SAWCUTTING FLEXIBLE PAVEMENT	22670 LFI	0.50	11,335.00	0.50	\$11,335.00	1.00	\$22,670.00	1.00	\$22,670.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2023120</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		LIBERTY CONCRETE (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
Tax Classification										
<i>Schedule 01</i>										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	7,500.00	7,500.00	1,500.00	\$1,500.00	1,500.00	\$1,500.00	1,716.39	\$1,716.39
2	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	2,000.00	2,000.00	650.00	\$650.00	1,750.00	\$1,750.00	1,562.40	\$1,562.40
4	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	5,300.00	\$5,300.00	10,000.00	\$10,000.00	4,340.00	\$4,340.00
5	MOBILIZATION	1 LS	104,400.00	104,400.00	43,000.00	\$43,000.00	141,000.00	\$141,000.00	59,953.21	\$59,953.21
6	WORK ZONE SAFETY CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
7	TRAFFIC CONTROL SUPERVISOR	1 LS	85,000.00	85,000.00	79,100.00	\$79,100.00	75,000.00	\$75,000.00	120,733.52	\$120,733.52
8	PEDESTRIAN TRAFFIC CONTROL	1 LS	2,000.00	2,000.00	7,150.00	\$7,150.00	6,000.00	\$6,000.00	12,668.78	\$12,668.78
9	FLAGGER	560 HR	45.00	25,200.00	85.00	\$47,600.00	75.00	\$42,000.00	86.11	\$48,221.60
10	OTHER TRAFFIC CONTROL LABOR	128 HR	80.00	10,240.00	85.00	\$10,880.00	75.00	\$9,600.00	86.11	\$11,022.08
11	CONSTRUCTION SIGNS CLASS A	394 SF	15.00	5,910.00	16.00	\$6,304.00	15.00	\$5,910.00	10.77	\$4,243.38
12	PORTABLE CHANGEABLE MESSAGE SIGN	672 HR	8.00	5,376.00	6.50	\$4,368.00	5.50	\$3,696.00	4.75	\$3,192.00
13	TYPE III BARRICADE	20 EA	170.00	3,400.00	77.00	\$1,540.00	70.00	\$1,400.00	120.36	\$2,407.20
14	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	3,000.00	3,000.00	2,900.00	\$2,900.00	10,000.00	\$10,000.00	12,035.34	\$12,035.34
15	CLEARING AND GRUBBING	1 LS	1,000.00	1,000.00	18,900.00	\$18,900.00	10,000.00	\$10,000.00	20,606.33	\$20,606.33
16	TREE ROOT TREATMENT	14 EA	800.00	11,200.00	825.00	\$11,550.00	750.00	\$10,500.00	950.16	\$13,302.24
17	TREE PROTECTION ZONE	18 EA	300.00	5,400.00	350.00	\$6,300.00	375.00	\$6,750.00	443.41	\$7,981.38
18	TREE PRUNING	13 EA	300.00	3,900.00	350.00	\$4,550.00	500.00	\$6,500.00	443.41	\$5,764.33
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	5,000.00	5,000.00	24,800.00	\$24,800.00	10,000.00	\$10,000.00	19,607.70	\$19,607.70
20	REMOVE EXISTING CURB	3330 LF	12.00	39,960.00	11.00	\$36,630.00	10.00	\$33,300.00	7.59	\$25,274.70
21	REMOVE EXISTING CURB AND GUTTER	15 LF	16.00	240.00	25.00	\$375.00	10.00	\$150.00	7.59	\$113.85
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	515 SY	26.00	13,390.00	19.00	\$9,785.00	20.00	\$10,300.00	14.30	\$7,364.50
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4 EA	750.00	3,000.00	780.00	\$3,120.00	400.00	\$1,600.00	493.15	\$1,972.60
24	REMOVE CURB/GRATE INLET	2 EA	750.00	1,500.00	780.00	\$1,560.00	400.00	\$800.00	575.50	\$1,151.00
25	REMOVE EXISTING ≤ 12 IN. DIA. PIPE	50 LF	30.00	1,500.00	49.00	\$2,450.00	50.00	\$2,500.00	21.15	\$1,057.50
26	SAWCUTTING CURB	40 EA	55.00	2,200.00	35.00	\$1,400.00	100.00	\$4,000.00	50.68	\$2,027.20
27	SAWCUTTING RIGID PAVEMENT	3635 LFI	2.00	7,270.00	1.00	\$3,635.00	2.00	\$7,270.00	1.27	\$4,616.45
28	SAWCUTTING FLEXIBLE PAVEMENT	22670 LFI	0.50	11,335.00	0.50	\$11,335.00	1.00	\$22,670.00	0.38	\$8,614.60

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2023120</i>			<i>Engineer's Estimate</i>		WM WINKLER COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CAMERON-REILLY LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
29	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1890 LFI	2.50	4,725.00	0.50	\$945.00	2.00	\$3,780.00	1.75	\$3,307.50
30	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	1,750.00	1,750.00	1,525.00	\$1,525.00	1,300.00	\$1,300.00	1,100.00	\$1,100.00
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	245.00	\$4,900.00	60.00	\$1,200.00	55.00	\$1,100.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	268.00	\$5,360.00	50.00	\$1,000.00	65.00	\$1,300.00
33	CONTROLLED DENSITY FILL	10 CY	250.00	2,500.00	257.00	\$2,570.00	250.00	\$2,500.00	200.00	\$2,000.00
34	CSTC FOR SIDEWALK AND DRIVEWAYS	336 CY	140.00	47,040.00	157.00	\$52,752.00	215.00	\$72,240.00	150.00	\$50,400.00
35	COMMERCIAL HMA	2 TON	400.00	800.00	732.50	\$1,465.00	680.00	\$1,360.00	700.00	\$1,400.00
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	650 SY	65.00	42,250.00	49.00	\$31,850.00	46.00	\$29,900.00	46.00	\$29,900.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1490 SY	70.00	104,300.00	49.00	\$73,010.00	46.00	\$68,540.00	46.00	\$68,540.00
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3740 SY	43.00	160,820.00	23.50	\$87,890.00	40.00	\$149,600.00	25.00	\$93,500.00
39	COMMERCIAL CONCRETE	10 CY	250.00	2,500.00	375.00	\$3,750.00	315.00	\$3,150.00	225.00	\$2,250.00
40	MANHOLE 72 IN. DOGHOUSE	1 EA	10,000.00	10,000.00	21,500.00	\$21,500.00	23,500.00	\$23,500.00	42,000.00	\$42,000.00
41	MANHOLE 96 IN. DOGHOUSE	1 EA	10,000.00	10,000.00	26,950.00	\$26,950.00	27,750.00	\$27,750.00	48,000.00	\$48,000.00
42	CATCH BASIN TYPE 1	11 EA	3,800.00	41,800.00	2,850.00	\$31,350.00	3,650.00	\$40,150.00	4,000.00	\$44,000.00
43	GRATE INLET TYPE 3	2 EA	2,500.00	5,000.00	2,225.00	\$4,450.00	2,250.00	\$4,500.00	3,000.00	\$6,000.00
44	MH OR DW FRAME AND COVER (STANDARD)	1 EA	1,200.00	1,200.00	1,104.00	\$1,104.00	1,150.00	\$1,150.00	1,000.00	\$1,000.00
45	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,500.00	10,500.00	1,100.00	\$7,700.00	1,210.00	\$8,470.00	1,100.00	\$7,700.00
46	FRAME AND GRATE FOR CB OR GRATE INLET	2 EA	1,200.00	2,400.00	975.00	\$1,950.00	1,100.00	\$2,200.00	1,500.00	\$3,000.00
47	VALVE BOX AND COVER	5 EA	750.00	3,750.00	531.00	\$2,655.00	730.00	\$3,650.00	600.00	\$3,000.00
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	9 EA	1,100.00	9,900.00	800.00	\$7,200.00	360.00	\$3,240.00	650.00	\$5,850.00
49	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,000.00	3,000.00	880.00	\$2,640.00	450.00	\$1,350.00	550.00	\$1,650.00
50	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2 EA	700.00	1,400.00	638.00	\$1,276.00	825.00	\$1,650.00	300.00	\$600.00
51	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	400.00	3,200.00	370.00	\$2,960.00	315.00	\$2,520.00	600.00	\$4,800.00
52	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	60.00	1,200.00	120.00	\$2,400.00	60.00	\$1,200.00	55.00	\$1,100.00
53	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	60.00	1,200.00	142.50	\$2,850.00	50.00	\$1,000.00	65.00	\$1,300.00
54	IMPORTED BACKFILL	20 CY	75.00	1,500.00	90.00	\$1,800.00	50.00	\$1,000.00	85.00	\$1,700.00
55	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	1,000.00	\$1,000.00	7,500.00	\$7,500.00	500.00	\$500.00
56	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	625 LF	120.00	75,000.00	83.00	\$51,875.00	90.00	\$56,250.00	105.00	\$65,625.00
57	PLUGGING EXISTING PIPE	3 EA	650.00	1,950.00	535.00	\$1,605.00	525.00	\$1,575.00	250.00	\$750.00
58	CLEANING EXISTING SANITARY SEWERS	9 EA	600.00	5,400.00	371.50	\$3,343.50	500.00	\$4,500.00	600.00	\$5,400.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2023120			Engineer's Estimate		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		LIBERTY CONCRETE (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
29	SAWCUTTING FLEXIBLE PAVEMENT - CURVILINEAR	1890 LFI	2.50	4,725.00	1.20	\$2,268.00	2.25	\$4,252.50	2.53	\$4,781.70
30	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	1,750.00	1,750.00	1,100.00	\$1,100.00	1,500.00	\$1,500.00	828.80	\$828.80
31	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	48.00	\$960.00	50.00	\$1,000.00	40.15	\$803.00
32	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	47.00	\$940.00	40.00	\$800.00	51.15	\$1,023.00
33	CONTROLLED DENSITY FILL	10 CY	250.00	2,500.00	560.00	\$5,600.00	240.00	\$2,400.00	257.85	\$2,578.50
34	CSTC FOR SIDEWALK AND DRIVEWAYS	336 CY	140.00	47,040.00	190.00	\$63,840.00	110.00	\$36,960.00	80.55	\$27,064.80
35	COMMERCIAL HMA	2 TON	400.00	800.00	800.00	\$1,600.00	550.00	\$1,100.00	858.94	\$1,717.88
36	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	650 SY	65.00	42,250.00	54.00	\$35,100.00	50.00	\$32,500.00	57.90	\$37,635.00
37	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1490 SY	70.00	104,300.00	54.00	\$80,460.00	60.00	\$89,400.00	57.77	\$86,077.30
38	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3740 SY	43.00	160,820.00	40.00	\$149,600.00	35.00	\$130,900.00	44.90	\$167,926.00
39	COMMERCIAL CONCRETE	10 CY	250.00	2,500.00	350.00	\$3,500.00	500.00	\$5,000.00	443.41	\$4,434.10
40	MANHOLE 72 IN. DOGHOUSE	1 EA	10,000.00	10,000.00	12,900.00	\$12,900.00	25,000.00	\$25,000.00	12,347.92	\$12,347.92
41	MANHOLE 96 IN. DOGHOUSE	1 EA	10,000.00	10,000.00	16,900.00	\$16,900.00	25,000.00	\$25,000.00	20,967.13	\$20,967.13
42	CATCH BASIN TYPE 1	11 EA	3,800.00	41,800.00	3,900.00	\$42,900.00	5,000.00	\$55,000.00	4,655.11	\$51,206.21
43	GRATE INLET TYPE 3	2 EA	2,500.00	5,000.00	2,700.00	\$5,400.00	3,500.00	\$7,000.00	2,769.44	\$5,538.88
44	MH OR DW FRAME AND COVER (STANDARD)	1 EA	1,200.00	1,200.00	940.00	\$940.00	900.00	\$900.00	1,719.49	\$1,719.49
45	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	1,500.00	10,500.00	980.00	\$6,860.00	900.00	\$6,300.00	1,802.35	\$12,616.45
46	FRAME AND GRATE FOR CB OR GRATE INLET	2 EA	1,200.00	2,400.00	1,100.00	\$2,200.00	900.00	\$1,800.00	1,767.82	\$3,535.64
47	VALVE BOX AND COVER	5 EA	750.00	3,750.00	1,100.00	\$5,500.00	900.00	\$4,500.00	1,082.37	\$5,411.85
48	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	9 EA	1,100.00	9,900.00	820.00	\$7,380.00	1,000.00	\$9,000.00	1,535.04	\$13,815.36
49	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,000.00	3,000.00	930.00	\$2,790.00	500.00	\$1,500.00	723.69	\$2,171.07
50	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	2 EA	700.00	1,400.00	370.00	\$740.00	600.00	\$1,200.00	668.85	\$1,337.70
51	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	400.00	3,200.00	430.00	\$3,440.00	600.00	\$4,800.00	443.41	\$3,547.28
52	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	60.00	1,200.00	100.00	\$2,000.00	40.00	\$800.00	43.30	\$866.00
53	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	60.00	1,200.00	69.00	\$1,380.00	75.00	\$1,500.00	58.21	\$1,164.20
54	IMPORTED BACKFILL	20 CY	75.00	1,500.00	153.00	\$3,060.00	50.00	\$1,000.00	71.89	\$1,437.80
55	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	2,300.00	\$2,300.00	500.00	\$500.00	1,084.45	\$1,084.45
56	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	625 LF	120.00	75,000.00	130.00	\$81,250.00	45.00	\$28,125.00	101.13	\$63,206.25
57	PLUGGING EXISTING PIPE	3 EA	650.00	1,950.00	330.00	\$990.00	450.00	\$1,350.00	482.73	\$1,448.19
58	CLEANING EXISTING SANITARY SEWERS	9 EA	600.00	5,400.00	930.00	\$8,370.00	900.00	\$8,100.00	760.12	\$6,841.08

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2023120</i>			<i>Engineer's Estimate</i>		WM WINKLER COMPANY (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CAMERON-REILLY LLC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
59	ESC LEAD	1 LS	3,000.00	3,000.00	550.00	\$550.00	13,500.00	\$13,500.00	1,000.00	\$1,000.00
60	INLET PROTECTION	8 EA	125.00	1,000.00	87.00	\$696.00	100.00	\$800.00	100.00	\$800.00
61	TOPSOIL TYPE A, 2 INCH THICK	900 SY	20.00	18,000.00	7.25	\$6,525.00	6.00	\$5,400.00	7.00	\$6,300.00
62	HYDROSEEDING	100 SY	5.00	500.00	9.00	\$900.00	9.00	\$900.00	6.00	\$600.00
63	SOD INSTALLATION	800 SY	20.00	16,000.00	11.75	\$9,400.00	9.00	\$7,200.00	12.00	\$9,600.00
64	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	10,000.00	10,000.00	5,900.00	\$5,900.00	11,000.00	\$11,000.00	6,500.00	\$6,500.00
65	CEMENT CONCRETE CURB	314 LF	42.00	13,188.00	33.70	\$10,581.80	34.00	\$10,676.00	40.00	\$12,560.00
66	CEMENT CONC. CURB AND GUTTER	2853 LF	48.00	136,944.00	35.40	\$100,996.20	41.00	\$116,973.00	40.00	\$114,120.00
67	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	647 SY	85.00	54,995.00	81.00	\$52,407.00	105.00	\$67,935.00	85.00	\$54,995.00
68	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	206 SY	83.00	17,098.00	80.00	\$16,480.00	103.00	\$21,218.00	100.00	\$20,600.00
69	CHANNELIZING DEVICES TYPE 4	14 EA	450.00	6,300.00	282.00	\$3,948.00	275.00	\$3,850.00	300.00	\$4,200.00
70	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,500.00	7,500.00	4,800.00	\$4,800.00	4,500.00	\$4,500.00	5,500.00	\$5,500.00
71	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	650.00	3,250.00	1,260.00	\$6,300.00	600.00	\$3,000.00	650.00	\$3,250.00
72	CEMENT CONC. SIDEWALK	1648 SY	105.00	173,040.00	62.00	\$102,176.00	80.00	\$131,840.00	75.00	\$123,600.00
73	RAMP DETECTABLE WARNING	186 SF	35.00	6,510.00	24.25	\$4,510.50	26.00	\$4,836.00	30.00	\$5,580.00
74	MAILBOX SUPPORT, TYPE 1	5 EA	750.00	3,750.00	670.00	\$3,350.00	650.00	\$3,250.00	700.00	\$3,500.00
75	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	23,000.00	23,000.00	32,000.00	\$32,000.00	30,000.00	\$30,000.00	35,000.00	\$35,000.00
76	PAVEMENT MARKING - DURABLE HEAT APPLIED	297 SF	15.00	4,455.00	20.00	\$5,940.00	20.00	\$5,940.00	20.00	\$5,940.00
77	TEMPORARY PAVEMENT MARKING	1 LS	500.00	500.00	2,262.00	\$2,262.00	1,100.00	\$1,100.00	2,500.00	\$2,500.00
Bid Total			\$1,431,037.00		\$1,105,143.25		\$1,348,431.00		\$1,362,621.75	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2023120</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		N A DEGERSTROM (Submitted)		LIBERTY CONCRETE (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
59	ESC LEAD	1 LS	3,000.00	3,000.00	2,100.00	\$2,100.00	500.00	\$500.00	2,017.58	\$2,017.58
60	INLET PROTECTION	8 EA	125.00	1,000.00	110.00	\$880.00	100.00	\$800.00	252.85	\$2,022.80
61	TOPSOIL TYPE A, 2 INCH THICK	900 SY	20.00	18,000.00	8.00	\$7,200.00	12.00	\$10,800.00	13.35	\$12,015.00
62	HYDROSEEDING	100 SY	5.00	500.00	21.00	\$2,100.00	12.00	\$1,200.00	11.40	\$1,140.00
63	SOD INSTALLATION	800 SY	20.00	16,000.00	13.00	\$10,400.00	12.00	\$9,600.00	15.51	\$12,408.00
64	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	10,000.00	10,000.00	7,600.00	\$7,600.00	6,000.00	\$6,000.00	7,188.27	\$7,188.27
65	CEMENT CONCRETE CURB	314 LF	42.00	13,188.00	41.00	\$12,874.00	30.00	\$9,420.00	49.71	\$15,608.94
66	CEMENT CONC. CURB AND GUTTER	2853 LF	48.00	136,944.00	57.00	\$162,621.00	40.00	\$114,120.00	53.51	\$152,664.03
67	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	647 SY	85.00	54,995.00	95.00	\$61,465.00	110.00	\$71,170.00	110.99	\$71,810.53
68	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	206 SY	83.00	17,098.00	93.00	\$19,158.00	110.00	\$22,660.00	108.45	\$22,340.70
69	CHANNELIZING DEVICES TYPE 4	14 EA	450.00	6,300.00	295.00	\$4,130.00	275.00	\$3,850.00	418.07	\$5,852.98
70	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	7,500.00	7,500.00	6,200.00	\$6,200.00	5,000.00	\$5,000.00	5,700.95	\$5,700.95
71	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	650.00	3,250.00	700.00	\$3,500.00	600.00	\$3,000.00	760.12	\$3,800.60
72	CEMENT CONC. SIDEWALK	1648 SY	105.00	173,040.00	71.00	\$117,008.00	90.00	\$148,320.00	81.84	\$134,872.32
73	RAMP DETECTABLE WARNING	186 SF	35.00	6,510.00	29.00	\$5,394.00	27.00	\$5,022.00	44.34	\$8,247.24
74	MAILBOX SUPPORT, TYPE 1	5 EA	750.00	3,750.00	700.00	\$3,500.00	650.00	\$3,250.00	728.45	\$3,642.25
75	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	23,000.00	23,000.00	39,600.00	\$39,600.00	30,000.00	\$30,000.00	21,346.91	\$21,346.91
76	PAVEMENT MARKING - DURABLE HEAT APPLIED	297 SF	15.00	4,455.00	21.00	\$6,237.00	20.00	\$5,940.00	13.94	\$4,140.18
77	TEMPORARY PAVEMENT MARKING	1 LS	500.00	500.00	2,400.00	\$2,400.00	2,250.00	\$2,250.00	3,155.22	\$3,155.22
Bid Total			\$1,431,037.00		\$1,378,318.00		\$1,381,286.50		\$1,441,658.81	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,431,037.00	0.00	0.00	0.00	1,431,037.00
WM WINKLER COMPANY (Submitted)	1,105,143.25	0.00	0.00	0.00	1,105,143.25
INLAND INFRASTRUCTURE LLC (Submitted)	1,348,431.00	0.00	0.00	0.00	1,348,431.00
CAMERON-REILLY LLC (Submitted)	1,362,621.75	0.00	0.00	0.00	1,362,621.75
DW EXCAVATING INC (Submitted)	1,378,318.00	0.00	0.00	0.00	1,378,318.00
N A DEGERSTROM (Submitted)	1,381,286.50	0.00	0.00	0.00	1,381,286.50
LIBERTY CONCRETE (Submitted)	1,441,658.81	0.00	0.00	0.00	1,441,658.81

Low Bid Contractor: WM WINKLER COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,105,143.25	1,431,037.00	22.77 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,105,143.25	1,431,037.00	22.77 % Under Estimate

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	2/10/2025
		Clerk's File #	OPR 2025-0144
		Cross Ref #	
		Project #	2024057
Submitting Dept	ENGINEERING SERVICES	Bid #	
Contact Name/Phone	DAN BULLER 6391	Requisition #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? YES	
Agenda Item Name	0370 - LOW BID AWARD - PERRY STREET SEWER MAIN 19TH AVENUE TO 18TH		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Perry Street Sewer Main 19th Avenue to 18th Avenue - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Rockwood and Lincoln Hts Neighborhood Councils)

Summary (Background)

This project constructs sanitary sewer main and associated side sewers and water main and associated services on Perry Street from 18th - 19th Avenue together with full width pavement restoration. The sewer main is being installed to make sewer available for a number of homes still on septic tanks. The 1960 vintage water main is being replaced while the road is torn up. On _____, bids were opened for the above project. The low bid from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of \$625,000.00. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

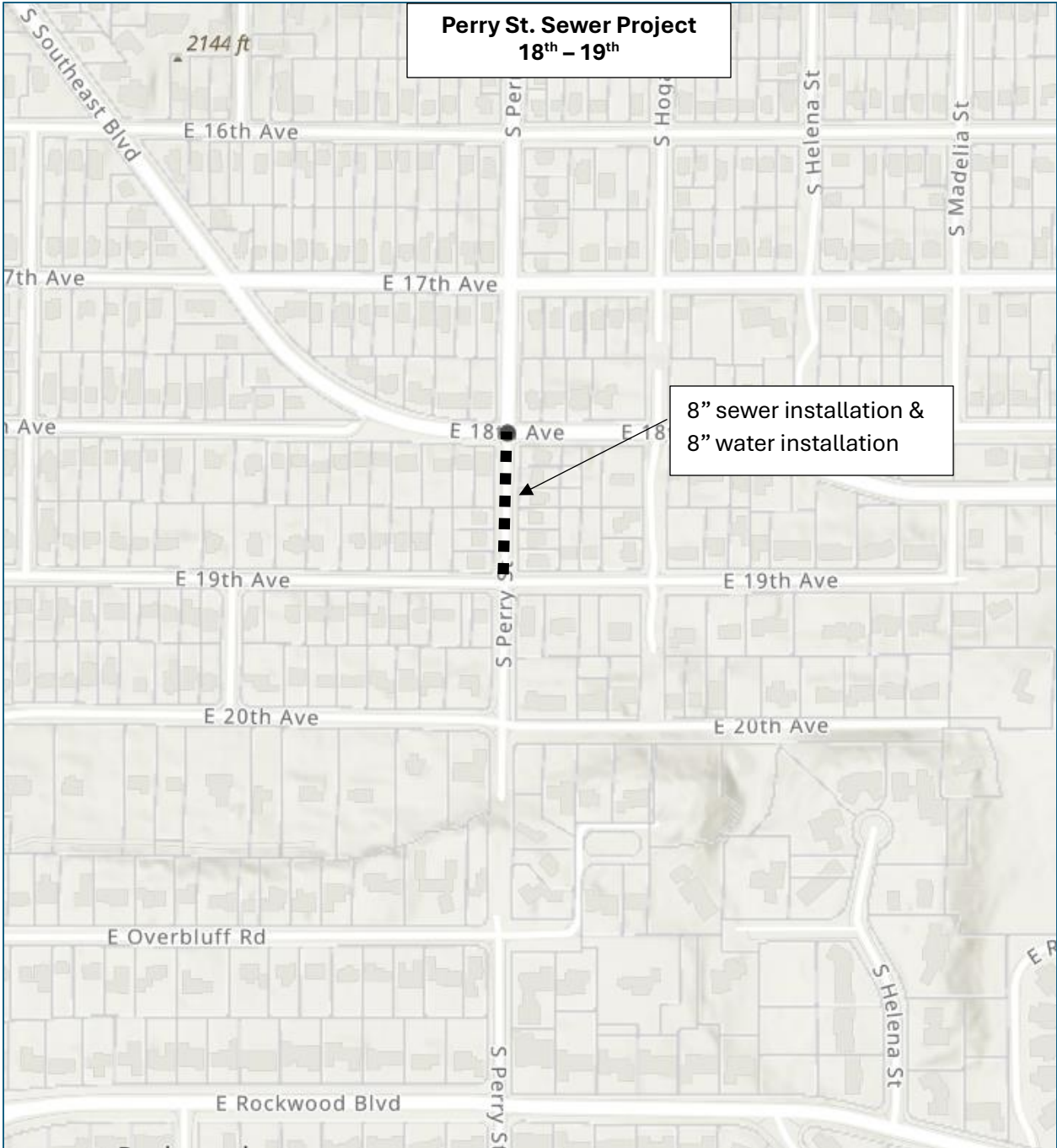
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Project funding is from local water and sewer rates.	
Amount	
Budget Account	
Expense \$ 0	# 4310 43387 94350 56501 10143
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes, water and sewer rates	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	tax&licenses@spokanecity.org
publicworksaccounting@spokanecity.org	eraea@spokanecity.org
dbuller@spokanecity.org	pyoung@spokanecity.org
jrhall@spokanecity.org	kwarren@spokanecity.org

**Perry St. Sewer Project
18th - 19th**



8" sewer installation &
8" water installation

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Council Meeting Date:** 03/10/2025

		Date Rec'd	1/13/2025
		Clerk's File #	RES 2025-0006
		Cross Ref #	
		Project #	
Submitting Dept	WASTEWATER MANAGEMENT	Bid #	
Contact Name/Phone	KYLE 625-4647	Requisition #	
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	4320 PUBLIC RULE - INDUSTRIAL PRETREATMENT PROGRAM FEES		

Agenda Wording

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

Summary (Background)

The Riverside Park Water Reclamation Facility Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2025.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A: The proposed is revenue for critical utility infrastructure.

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

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

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

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

Council Subcommittee Review

PIES February 20, 2025

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
The new fees are higher than previous fees and in line with the costs and expenses incurred by the City of Spokane.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
N/A	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org
rpwrfaccounting@spokanecity.org	hbarnhart@spokanecity.org

RESOLUTION

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

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

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

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

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

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

-- NOW, THEREFORE,

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

ADOPTED by City Council this ____ day of **MONTH YEAR.**

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: April 1, 2025	

1.0 GENERAL

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

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

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

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

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

3.0 REFERENCES

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

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

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

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

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

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

6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

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

8.0 APPENDICES

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

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	11,598 / 5 years
SIU Permit Renewal	7,726 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	1,936
Other Inspection	Chemist - time basis
SIU Sampling	1,196
Other Sampling	Lab Tech - time basis
IDA Issuance	710
IDA Renewal	387
IDA Inspection	387
NSCIU Inspection	387
Wastewater Hauler Permit Fee	258
Wastewater Hauler Permit Renewal Fee	129
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

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

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	as charged by analyzing laboratory
Standard Methods 4500 P Phosphorus, Total	13
Standard Methods 2540D - Total Suspended Solids (TSS)	23
Standard Methods 4500 - pH	15
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	57
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	as charged by analyzing laboratory
EPA Method 200.7 - Metals, Total (by ICP) - per metal	as charged by analyzing laboratory

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 02/10/2025**Committee Agenda type:** Discussion**Date Rec'd**

2/5/2025

Clerk's File #

ORD C36646

Cross Ref #**Project #****Council Meeting Date:** 03/03/2025**Submitting Dept**

PLANNING & ECONOMIC

Bid #**Contact Name/Phone**

SPENCER 509-625-6097

Requisition #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE ZZAPPONE KKLITZKE

Sponsoring at Administrators Request

NO

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

0650 INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS

Agenda Wording

Interim zoning ordinance for height limits.

Summary (Background)

Establishing Chapter 17C.425 SMC, an interim zoning ordinance to eliminate height limits in downtown Spokane, with a goal of revitalizing the downtown area through new development. Also an adjustment to height limits in zones that have not been updated since height limits were raised in residential areas.

What impacts would the proposal have on historically excluded communities?

This proposal is intended to spur construction of housing and other development in the downtown area, which can create jobs and housing opportunities at various income levels. It also aims to revitalize downtown, a place where people of all backgrounds come to work, shop, take care of needs, and play.

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

New building permits are tracked in the City permitting system.

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

New building permits are tracked in the City permitting system.

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

Many City plans and policies stress the importance of a strong and vibrant downtown.

Council Subcommittee Review

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

ORDINANCE NO. C36646

AN INTERIM ZONING ORDINANCE concerning permitting and encouraging construction projects in downtown Spokane; contributing to the revitalization of downtown Spokane; fixing inconsistencies in height limits between zones; adopting a new Chapter 17C.425 SMC, Interim Height Limits; setting a public hearing; and establishing a work program.

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate an estimated 6,000 additional housing units by 2037; and

WHEREAS, in adopting RES 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, RES 2021-0062 specifies new housing growth in Downtown and Centers and Corridors as the top priority for accommodating new housing within the City; and

WHEREAS, Strategy A4 from the City of Spokane Housing Action Plan recommends that the City “utilize more of the zoned capacity in existing high-density residential areas, such as the greater Downtown and other areas where higher densities are already allowed” to accommodate more housing and achieve the maximum density allowed; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

ORD C36646 (SPONSOR SUBSTITUTION)(02-12-25)v2

WHEREAS, the City of Spokane Downtown Plan, adopted by ORD C36080 on July 26, 2021, directs the City to “reexamine the building height standards, incentives and floor to area ratio” in Downtown; and

WHEREAS, the City of Spokane will continue to study development potential and growth opportunities in Downtown Spokane, including the subjects of this ordinance, as part of the Periodic Update to the Comprehensive Plan, which is underway currently and will continue during the next year; and

WHEREAS, the ongoing Periodic Update to the Comprehensive Plan will include an Environmental Impact Statement that will evaluate growth scenarios that include promoting growth and development in Downtown; and

WHEREAS, on February 3, 2025, the Washington State Department of Commerce and appropriate state agencies were given the required 30-day, expedited notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, on February 7, 2025, notice of the proposed amendment was distributed to the City’s agency/interested party list; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on February 21, 2025 and the comment period ended on March 7, 2025; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the Spokesman-Review; and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, the City Council held a public hearing on this interim zoning ordinance on March 24, 2025; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to promote revitalization of and construction of new housing in downtown Spokane, and to fix inconsistencies in height limits between zones.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until September 24, 2025. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent

pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code and the Periodic Update of the City of Spokane Comprehensive Plan mandated under the State of Washington's Growth Management Act.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to new proposed development downtown.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. That there is adopted a new Chapter 17C.425 of the Spokane Municipal Code, titled Interim Height Limits, to read as follows:

Section 17C.425.010 Height Limit Exemption Area

Section 17C.425.020 City-Wide Height Limits

Chapter 17C.400

Interim Height Limits

Section 17C.425.010 Height Limit Exemption Area

A. Height Limit Exemption Area.

There is established a Height Limit Exemption Area with boundaries provided in Map 17C.425.010-1.

B. Applicability.

This section supersedes any conflicting provisions of SMC Title 17 and applies to properties wholly within the Height Limit Exemption Area.

C. Maximum Height Limit.

Notwithstanding other provisions of SMC Title 17, and except as provided within this section, there shall be no maximum height limit on properties for which this section is applicable.

D. Floor Area Ratio.

Notwithstanding other provisions of SMC Title 17, and except as provided within this section, there shall be no maximum floor area ratio on properties for which this section is applicable.

E. Tall Building Standards

1. The maximum floor area standards in SMC 17C.250.020(C) shall not apply within the Height Limit Exemption Area.
2. The maximum tower dimension standards in SMC 17C.250.020(D) shall not apply within the Height Limit Exemption Area.

F. Downtown West End Special Height District.

The height limits in the Downtown West End Special Height District in SMC 17C.124.220(D) shall remain as provided, except that the portions of Figure 17C.124.220-1 identified as numbers 4 and 6 shall not have a maximum building height.

G. Specific Height Designation Areas.

The requirements and limitations for Specific Height Designation Areas in SMC 17C.124.220(E) shall no longer apply within the Height Limit Exemption Area. There is no maximum height limit within such areas, regardless of the number listed adjacent to the zoning map symbol.

H. Standards Above the Seventh Above Ground Story

The Structure Standards Above the Seventh Above Ground Story in SMC 17C.124.220(F) shall no longer apply within the Height Limit Exemption Area.

I. Bonus heights (G)

Any requirements within SMC 17C.124.220(G) shall no longer apply within the Height Limit Exemption Area.

J. Special Height Overlay Districts Still Apply.

Nothing in this section shall modify height limits within the Special Height Overlay Districts in SMC 17C.170.

K. Jefferson Street & Spokane County Courthouse View Corridor Still Applies.

Nothing in this section shall modify the height limits imposed by SMC 17C.124.585 Jefferson Street & Spokane County Courthouse View Corridor.

L. Shoreline Regulations Still Apply.

Nothing in this section shall modify height limits within the Shoreline Regulations in SMC 17E.060.

Section 17C.425.020 City-Wide Height Limits

A. Applicability.

Except as exempted herein, the standards of this section apply to and shall supersede any conflicting standards within SMC Title 17.

B. Maximum Height Limit.

In the following zones, the maximum height limit shall be forty feet (40') unless otherwise designated on the Official Zoning Map by a dash and a height listed after the zone map symbol:

1. Office (O);
2. Office Retail (OR); and
3. Neighborhood Retail (NR).

C. Specific Height Designations.

In all cases where a specific height limit has been designated on the Official Zoning Map by a dash and a height listed after the zone map symbol (e.g., RHD-35 or OR-35), a designation of thirty-five feet (35') shall have a maximum height limit of forty feet (40').

D. Transitions.

Required height transitions within SMC Title 17 are not modified by this section, except that the required transition gradient shall account for heights established by this section.

E. Special Height Overlay Districts Still Apply.

Nothing in this section shall modify height limits within the Special Height Overlay Districts in SMC 17C.170.

- F. Jefferson Street & Spokane County Courthouse View Corridor Still Applies.

Nothing in this section shall modify the height limits imposed by SMC 17C.124.585 Jefferson Street & Spokane County Courthouse View Corridor.

- G. Shoreline Regulations Still Apply.

Nothing in this section shall modify height limits within the Shoreline Regulations in SMC 17E.060.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

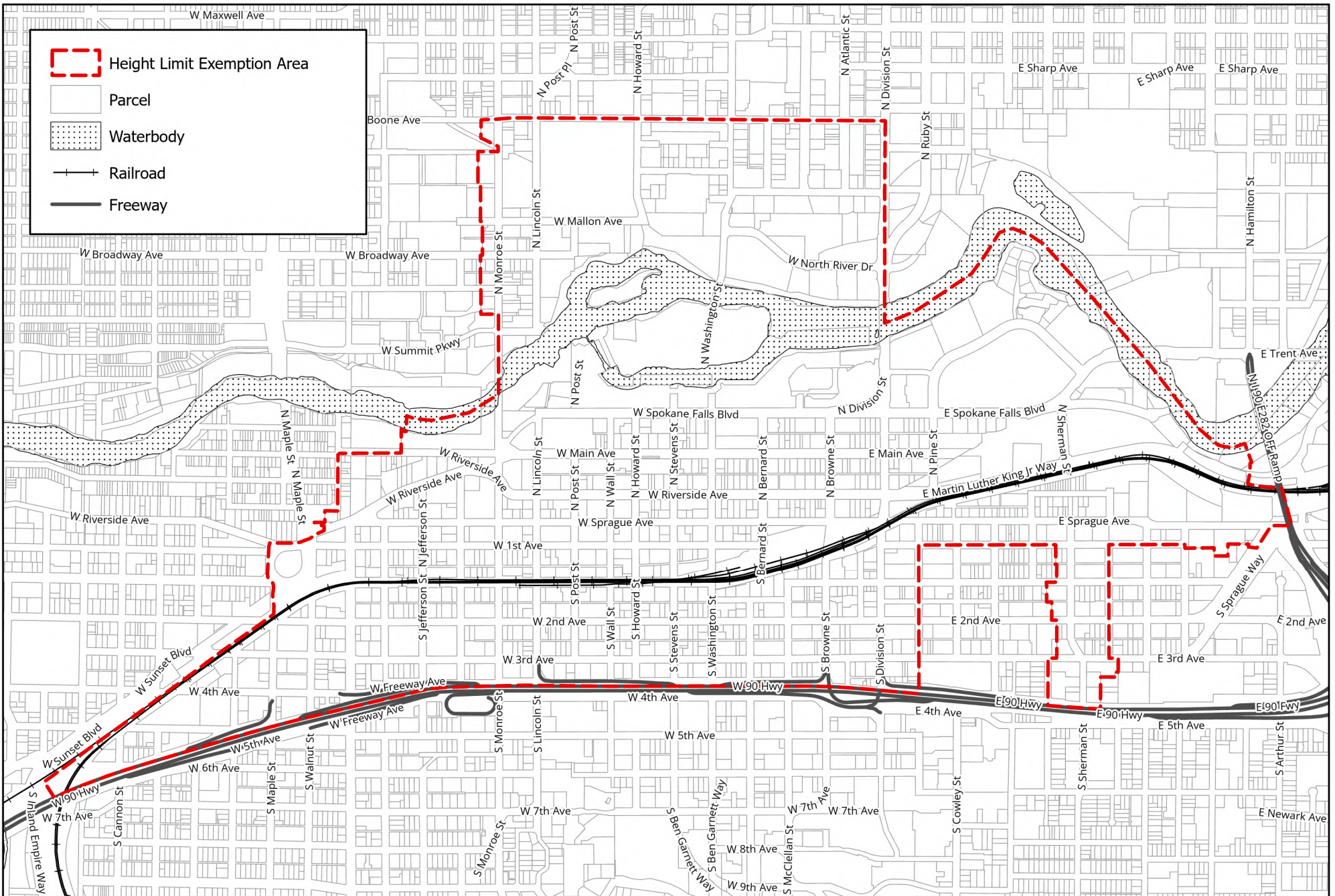
Assistant City Attorney

Mayor

Date

Effective Date

PURPOSE OF SUBSTITUTION: Revised dates in the ordinance recitals to reflect the expected adoption timeline, and removed height limitations on downtown properties with existing buildings with floor area ratio of 1 or more.



Map 17C.425.010-1 : Height Limit Exemption Area

Department of Planning & Economic Development

Draft Date: 02/05/2025

