

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



FINAL 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) | 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) | 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) | Approve | OPR 2025-0152
RFQ 6288-25 |

- | | | |
|--|----------------|--|
| 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) | Approve | OPR 2022-0257
IRFP 5528-21 |
| 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) | Approve | OPR 2023-0311
IPWQ 5809-23 |
| 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) | Approve | OPR 2025-0150 |
| 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) | Approve | OPR 2025-0122
ENG 2021079 |
| 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) | Approve | OPR 2025-0178
ENG 2025052
RFQ 6244-24 |
| 9. Consultant Agreement with Transmap Corporation (Columbus, OH) to conduct automated pavement condition surveys for the Streets Department from March 1, 2025, through February 28, 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) | Approve | OPR 2025-0184
RFP 6291-25 |
| 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). | Approve | OPR 2020-0731 |

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

- 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

 - 12. Low Bid of DW Excavating, Inc. (Davenport, WA) for Perry Street Sewer Main 19th Avenue to 18th Avenue project—\$592,370. An administrative reserve of \$59,237, 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

 - 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 February 28, 2025, total \$6,092,133.39, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,916,406.41.

 - b. Payroll claims of previously approved obligations through March 1, 2025: \$9,578,153.34. CPR 2025-0003

 - 14. Meeting Minutes: Approve All
 - a. City Council Meeting Minutes: February 24, 2025. CPR 2025-0013

 - b. City Council Public Safety and Community Health Standing Committee Meeting Minutes: February 10, 2025. CPR 2025-0017

 - c. City Council Urban Experience Standing Committee Meeting Minutes: March 3, 2025. CPR 2025-0018
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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)

The following item was deferred to this Agenda during the March 3, 2025, 3:30 p.m. Agenda Review Session (RES 2025-0015).

Council Member Cathcart request motion to suspend Council Rules and consider a Cathcart Proposed Amendment to RES 2025-0015 filed March 6, 2025.

RES 2025-0015 Acknowledging the completion of the Land Capacity Analysis for the City of Spokane, a required part of Plan Spokane, the 2026 periodic update of the City of Spokane Comprehensive Plan, analyzing the capacity of the existing city boundaries to accommodate additional people and housing units expected in the City between 2023 and 2046. (Council Sponsors: Council President Wilkerson and Council Member Navarrete)

Kevin Freibott

Cathcart Proposed Amendment:

- **Request motion to amend Resolution 2025-0015 with proposed amendments filed March 6, 2025, and included in agenda packet under Resolution 2025-0015.**

The following item was deferred to the March 24, 2025, Agenda, during the March 3, 2025, 3:30 p.m. Agenda Review Session (ORD C36646):

~~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)~~

The following item was deferred to the March 24, 2025, Agenda, during the March 3, 2025, 3:30 p.m. Agenda Review Session (ORD C36641):

~~ORD C36641 Relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code. (Deferred to March 10, 2025, Agenda, during the February 24, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council President Wilkerson and Council Member Dillon)~~

~~Cathcart Proposed Amendment:~~

- ~~• Request motion to amend Final Reading Ordinance C36641 with an updated revised version filed February 12, 2025, and included in agenda packet under Final Reading Ordinance C36641.~~

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 Final 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	
<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>\$124,810.01</u></p> <p style="padding-left: 40px;">Current year cost: \$124,810.01</p> <p style="padding-left: 40px;">Subsequent year(s) cost: Zero</p> <p>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></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: 4100 42440 94340 56595 99999 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? <p>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.</p> 	

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

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**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

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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			

#1	<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>	I acknowledge and I understand
#2	<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>	I acknowledge and I understand
#3	<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>	I acknowledge and I understand
INTERPRETATION		
#1	<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>	I acknowledge and I understand
WITHDRAWAL OF QUOTES		

<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>		

#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>		
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:	

#3	<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.</p> <p>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>	I acknowledge and I understand
#3.1	<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>	I acknowledge and I understand
#3.1.1	<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>	I acknowledge and I understand
#3.1.2	<p>From the “Documents Tab”, Bidder should reference Attachment 1- Photo 15x8x 1.250.</p>	I acknowledge and I understand
#3.1.3	<p>Bidder shall state material type being bid for spring: Enter Material Type Here</p>	OEM Replacement Parts
#3.2	<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>	I acknowledge and I understand

#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		

<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>

<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	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.	I acknowledge and I understand
#3	Vendor's prices shall be firm throughout the first year, April 1, 2025 - March 31, 2026.	I acknowledge and I understand
#4	Bidder must complete and upload "Pricing Page RFQ 6301-25" located in Documents Tab". Upload Here:	RFQ 6301-25 Pricing Pages (two pages).pdf
#4.1	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.	I acknowledge and I understand
#4.1.1	Vendor would be contracted to obtain current pricing.	I acknowledge and I understand
#5	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand

#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>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	# 4490-44100-37148-53203
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
PURCHASING	PRINCE, THEA
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	\$12,255.44
Steam and Condensate Treatment	\$6,945.60	\$9,456.00	\$9,834.24
Cooling Water Closed Loop Treatment	\$589.40	\$700.00	\$728
Testing Reagents, labware, equipment	\$3,000.00	\$4,600.00	\$4,784
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/> 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)



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"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	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 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 

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

EXHIBIT B



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
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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		
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Agenda Item Name	4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR ABB SOFTWARE		
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Agenda Wording

Five year resolution and contract to declare ABB Inc. the sole source provider of proprietary software, service and parts support for the Digital Controls System at the Waste to Energy Facility from 1/1/2025-12/31/2029 and a total cost of \$652,080.00

Summary (Background)

ABB Inc. owns a custom proprietary software which is used to enhance the operational effectiveness of the Waste to Energy Facility. Utilizing a consultant who is familiar with this proprietary software, and who can purchase required parts as necessary will keep the facility operating properly. In 2019, ABB Inc. was awarded a five year sole source contract for these services, which is now set to expire. A new Sole Source Resolution and contract is needed to continue utilizing this software.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 652,080.00
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Current Year Cost	\$ 158,568.00
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Subsequent Year(s) Cost	\$
-------------------------	----

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	\$	#	
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Select	\$	#	Adopted by Spokane City Council on: 1/6/2025
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Select	\$	#	
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	\$	#	
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	\$	#	<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).

<p>PRODUCER Aon Risk Solutions 53 State Street Boston, MA 02109</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Patrick Sesselman</td> </tr> <tr> <td>PHONE (A/C No. Ext): (617) 457-7713</td> <td>FAX (A/C, No): (617) 542-2597</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: patrick.sesselman@aon.com</td> </tr> </table>	CONTACT NAME: Patrick Sesselman		PHONE (A/C No. Ext): (617) 457-7713	FAX (A/C, No): (617) 542-2597	E-MAIL ADDRESS: patrick.sesselman@aon.com										
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E-MAIL ADDRESS: patrick.sesselman@aon.com																
<p>INSURED ABB Inc. 23000 Harvard Road Cleveland, OH 44122 United States</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td colspan="2">COMPANY A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td colspan="2">COMPANY B: HDI Global Insurance Company</td> <td style="text-align: center;">41343</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	COMPANY A: ACE American Insurance Company		22667	COMPANY B: HDI Global Insurance Company		41343						
INSURER(S) AFFORDING COVERAGE		NAIC #														
COMPANY A: ACE American Insurance Company		22667														
COMPANY B: HDI Global Insurance Company		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="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	X		GLD 10909-16	4/1/2024	4/1/2025	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	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
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EACH OCCURRENCE																					
AGGREGATE																					
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC55522169 WLRC5552208A	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td> </td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td> </td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td> </td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td> </td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<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		
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E.L. DISEASE - POLICY LIMIT		\$1,000,000																			

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

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

Contract Number: OPR 2019-0813

<p>CERTIFICATE HOLDER CITY OF SPOKANE 808 W. SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201 United States</p>	<p style="text-align: center;">CANCELLATION</p> <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;">Patrick Sesselman </p>
---	---

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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.

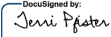

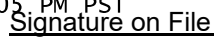
Council Subcommittee Review

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 DocuSigned by:  Signature on File Dawn C. Cortez Assistant Attorney General	

APPROVED AS TO FORM ONLY



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.

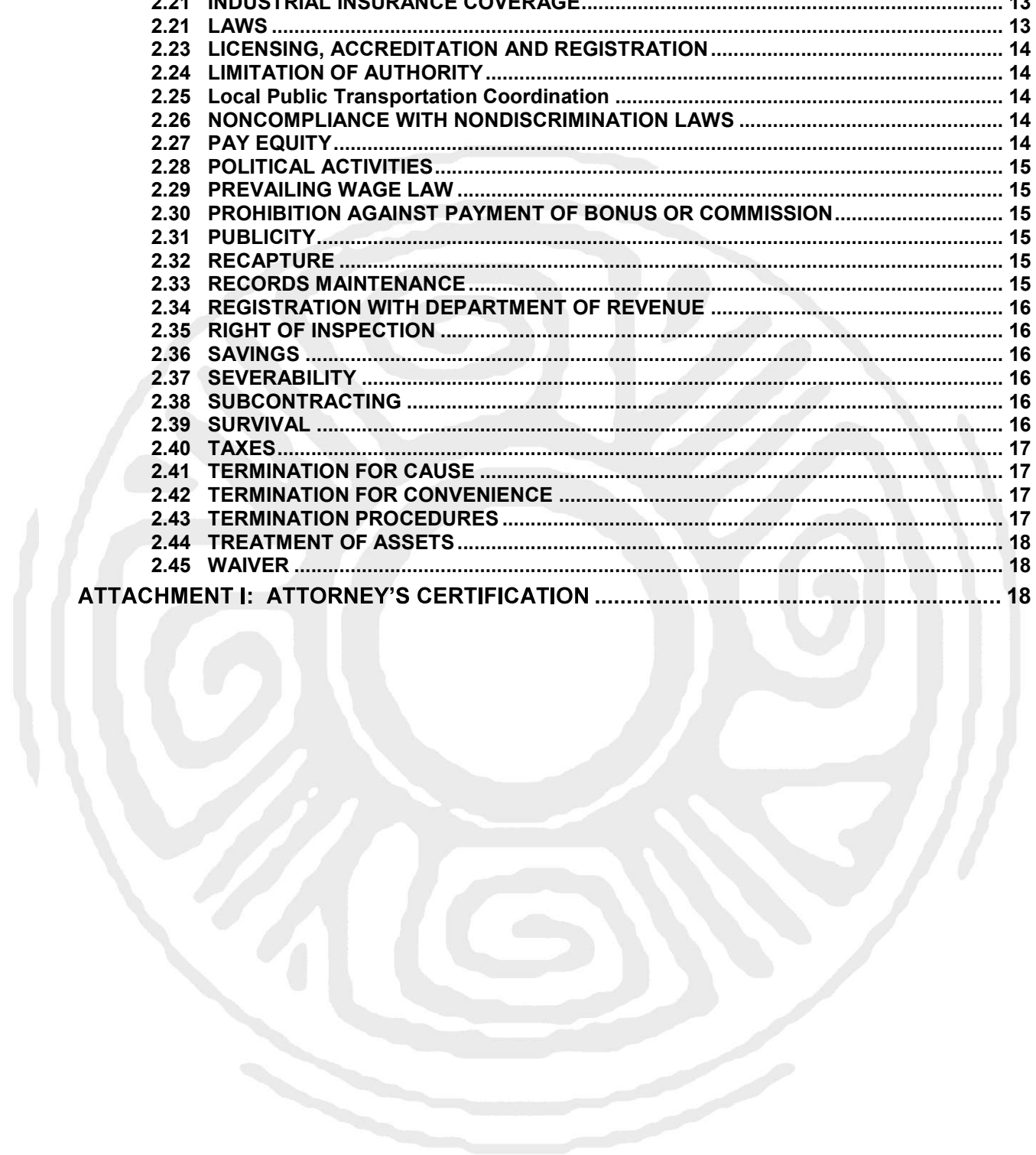
The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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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

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

Elizabeth Schoedel
Name

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

Location: DocuSign

1/16/2025 8:48:10 AM

alison.mitchell@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Signature

Timestamp

Cindy Chavez

cindy.chavez@commerce.wa.gov

Security Level: Email, Account Authentication (None)

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Sent: 1/16/2025 9:00:11 AM

Viewed: 1/16/2025 9:57:51 AM

Signed: 1/16/2025 10:00:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.144

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Elizabeth Schoedel

eschoedel@spokanecity.org

Assistant City Attorney - approved as to form only

Security Level: Email, Account Authentication (None)

DocuSigned by:


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Sent: 1/16/2025 10:00:50 AM

Viewed: 1/16/2025 10:15:01 AM

Signed: 1/16/2025 10:15:10 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

Accepted: 1/16/2025 10:15:01 AM

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:


F6AF2FF2F24E415...

Sent: 1/16/2025 2:44:03 PM

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

Signed: 1/16/2025 3:05:17 PM

Signature Adoption: Pre-selected Style

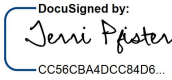
Using IP Address: 198.1.39.252

Electronic Record and Signature Disclosure:

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

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)	 Signature Adoption: Pre-selected Style Using IP Address: 198.1.39.252	Sent: 1/16/2025 10:15:12 AM Resent: 1/16/2025 3:05:19 PM Viewed: 1/16/2025 2:29:49 PM Signed: 1/16/2025 3:12:03 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/12/2021 10:14:44 AM
ID: 30977f9f-c23d-498f-80d0-109c8ebc3f8a

Kathryn Gardow pwbgardowk@gmail.com PWB Chair Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 75.172.117.212	Sent: 1/16/2025 3:12:07 PM Viewed: 1/17/2025 11:25:22 AM Signed: 1/17/2025 11:25:51 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mark Papich mpapich@spokanecity.org Security Level: Email, Account Authentication (None)		Sent: 1/17/2025 11:25:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Teri Pfister tpfister@spokanecity.org City Clerk City of Spokane Security Level: Email, Account Authentication (None)		Sent: 1/17/2025 11:25:55 AM
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)		Sent: 1/17/2025 11:25:56 AM Resent: 1/17/2025 11:25:59 AM Viewed: 1/17/2025 3:11:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/16/2025 2:44:01 PM
Envelope Updated	Security Checked	1/16/2025 2:44:01 PM
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		
<u>Narrative</u>			
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	
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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 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) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<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> |
|--|--|

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

COMMERCIAL GENERAL LIABILITY

- 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,

COMMERCIAL GENERAL LIABILITY

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.

COMMERCIAL GENERAL LIABILITY

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.

- | | |
|---|---|
| <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 |
|---|---|

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 28, 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>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p> Current year cost: \$150,000</p> <p> Subsequent year(s) cost: \$150,000 annually</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 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 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? 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 28, 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 75, 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.

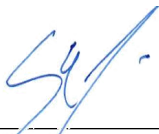
If you have any questions regarding the Transmap Corporation proposal, please contact Howard Luxhoj.

Contact Information

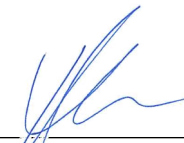
Howard Luxhoj, PE
Transmap Corporation
5030 Transamerica Drive,
Columbus, OH
614-886-4100
hluxhoj@transmap.com

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

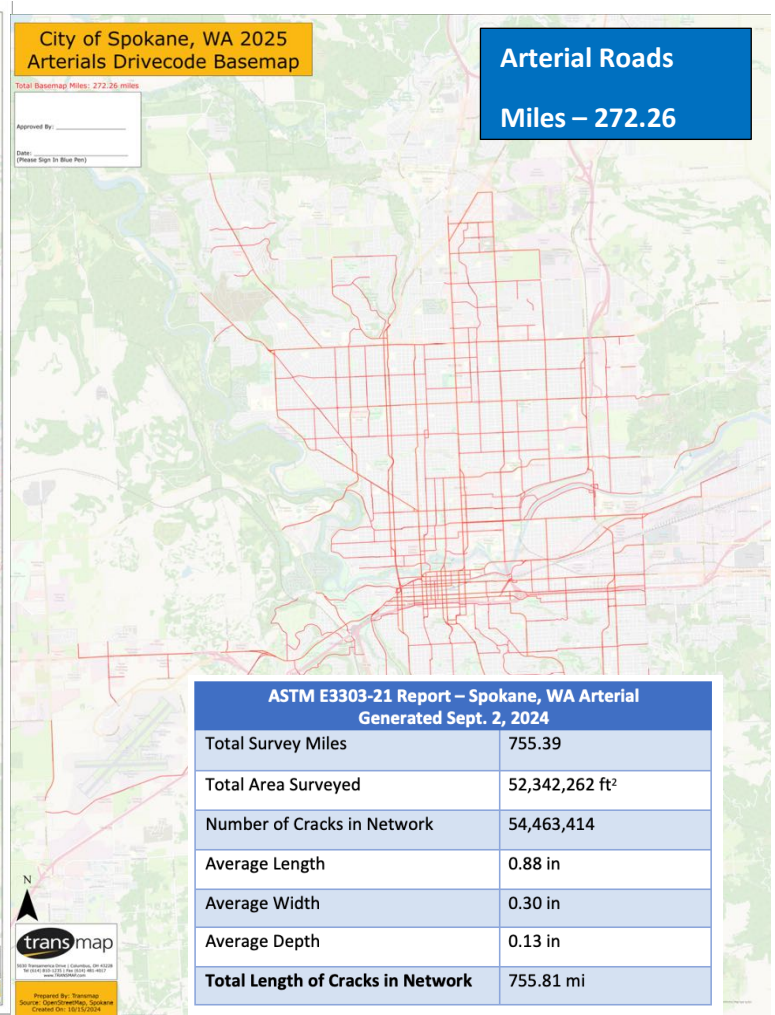
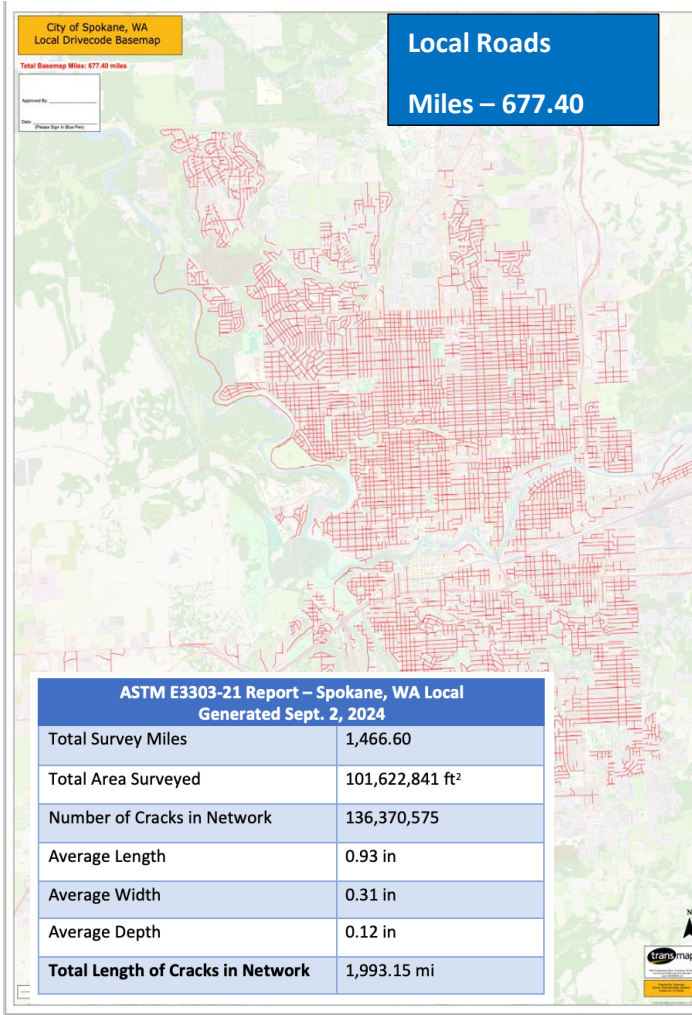
In conclusion, we take great pride in collecting and delivering data for our projects. We understand that the quality of the underlying data is crucial to the success of any project—the principle of "garbage in, garbage out" rings true. That's why we provide all the raw data used to develop our final 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

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	67.00
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)

StreetSaver - Section Summary: 5380 - 0590

Section Info

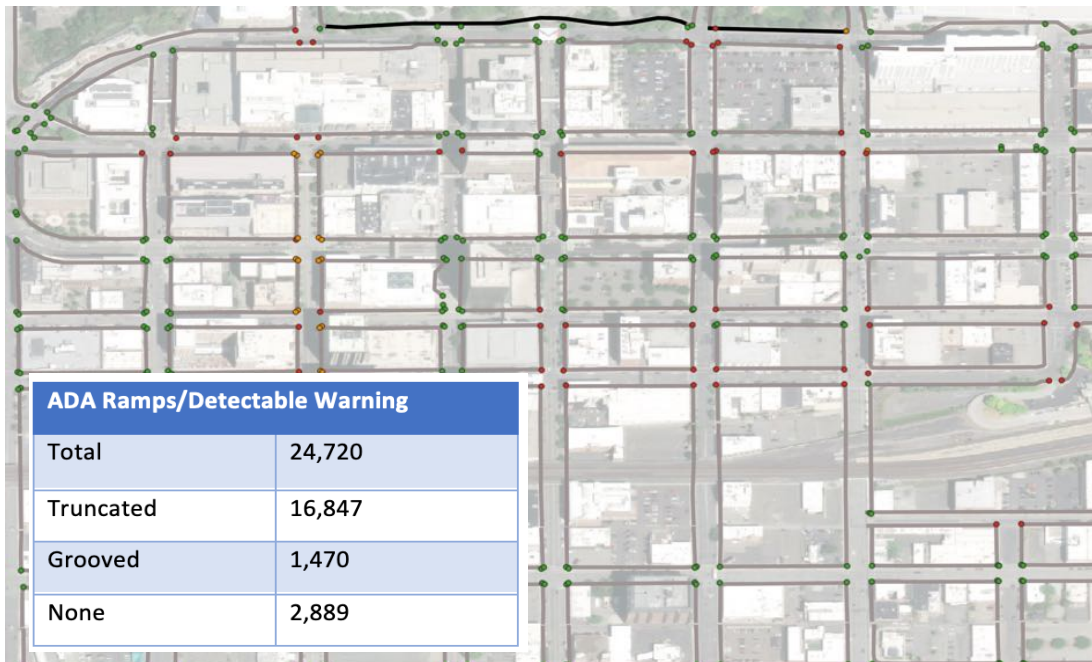
Street ID: 5380	Begin Location: PRINCETON AV	Surface Type: A - AC	Lanes: 2	Constructed: 08/10/2007
Section ID: 0590	End Location: 250' N OF PRINCETON AV	Length (ft): 295.00	Width (ft): 30.00	Area (sq ft): 8850.00
Street Name: MAPLE ST - 5380	Functional Class: A - Arterial	Slabs: 0	Slab Length: 0.00	Slab 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

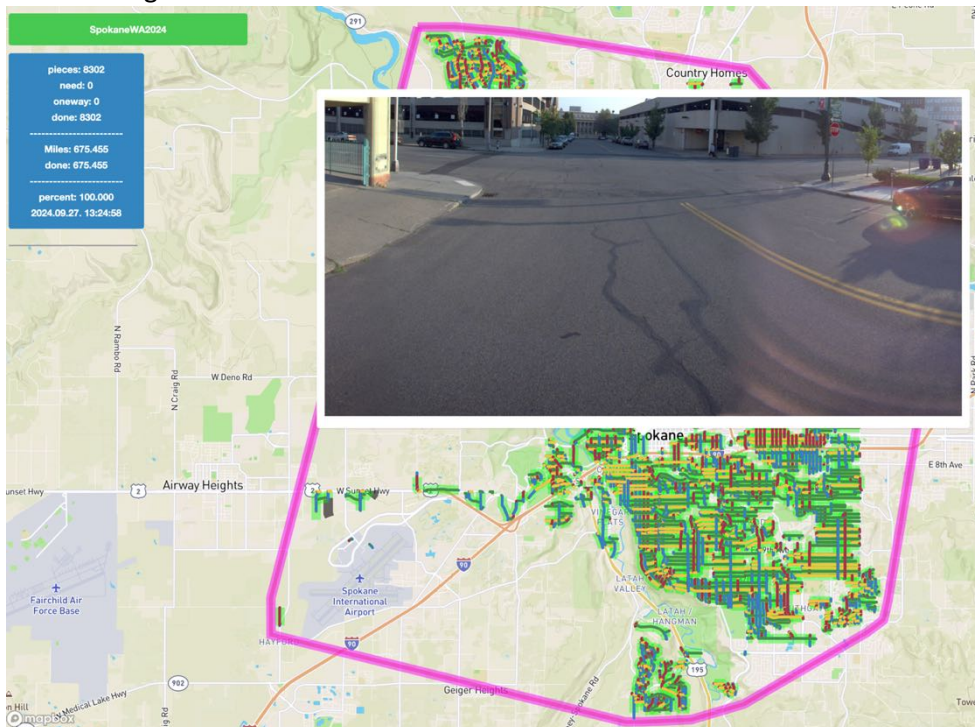
2023/2024 SIDEWALKS ADA RAMPS

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

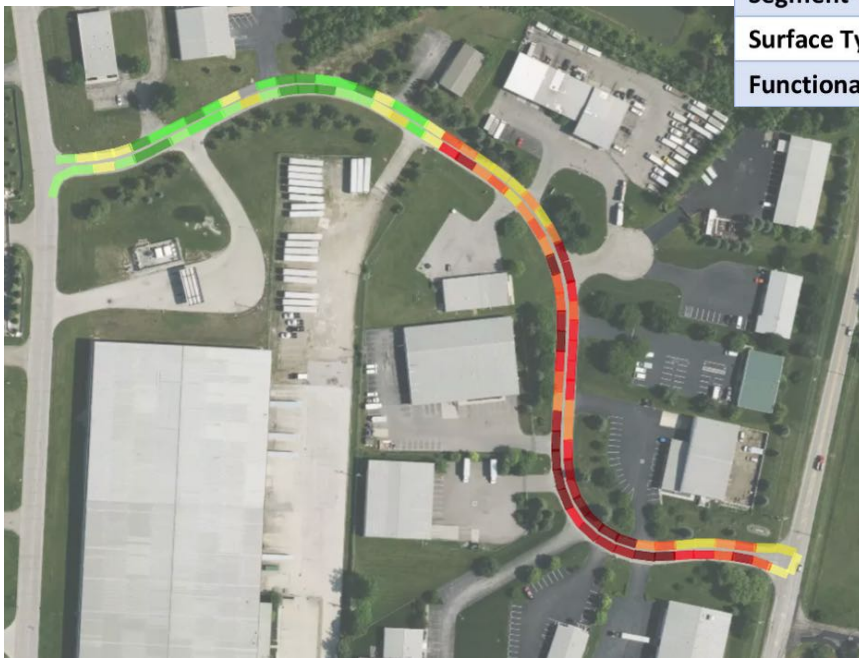
CALIBRATION.SLICER.SYSTEMS

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

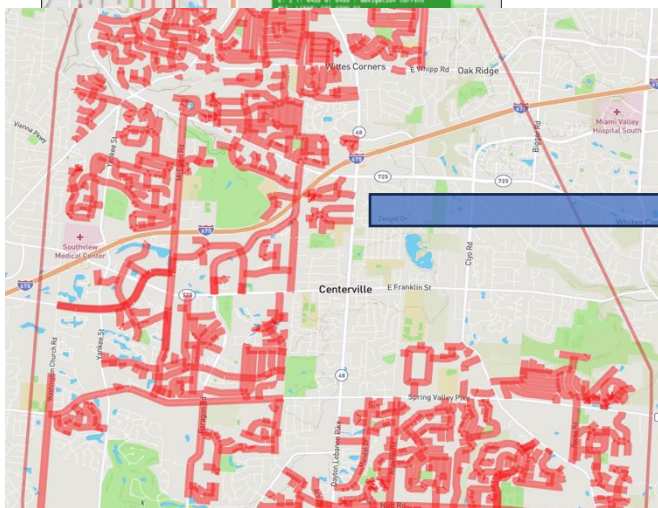
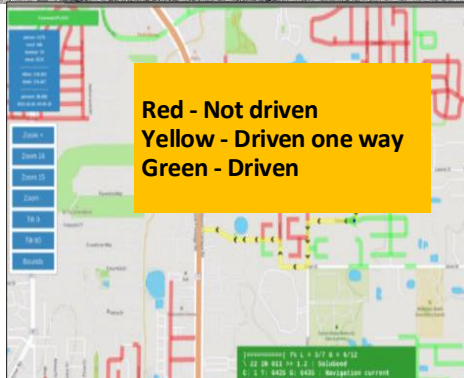
Data collection is unique in every jurisdiction. We developed our SLICER Software Suite to facilitate a standard approach that yields deliverables tailored to our clients' needs. Our comprehensive software suite relies on street centerline GIS data provided by the Agency to build all successive processes, 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

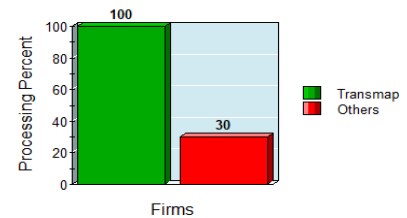
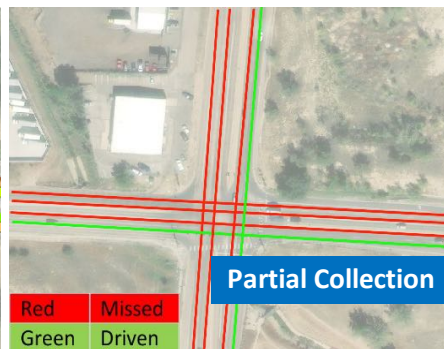
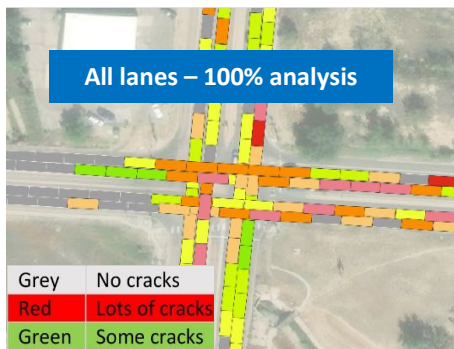
Transmap’s most recent evolution is system 12. This flexible system combines the newest LCMS-4M with the superior image quality of the Ladybug 6 camera.



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>

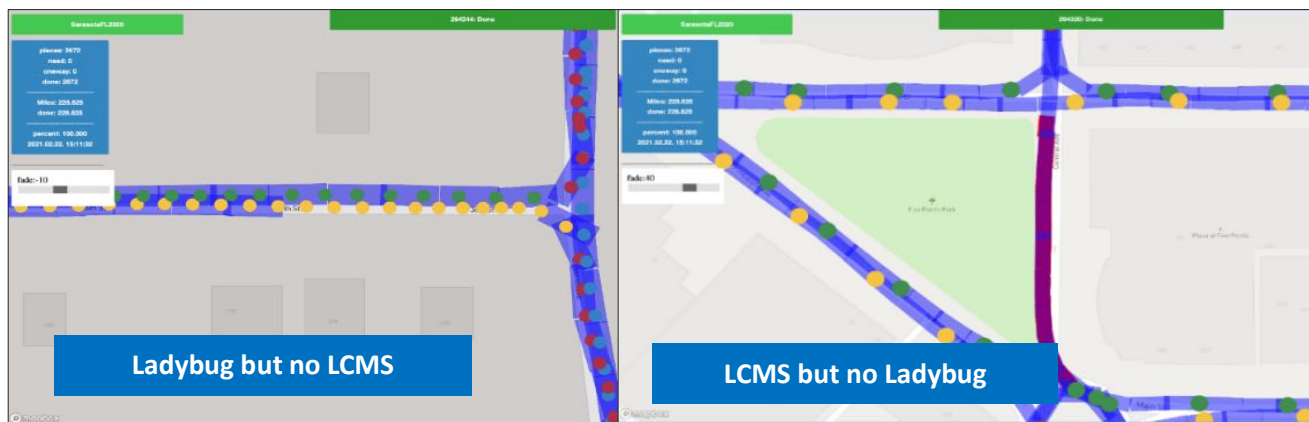
VERIFICATION.SLICER.SYSTEMS

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.

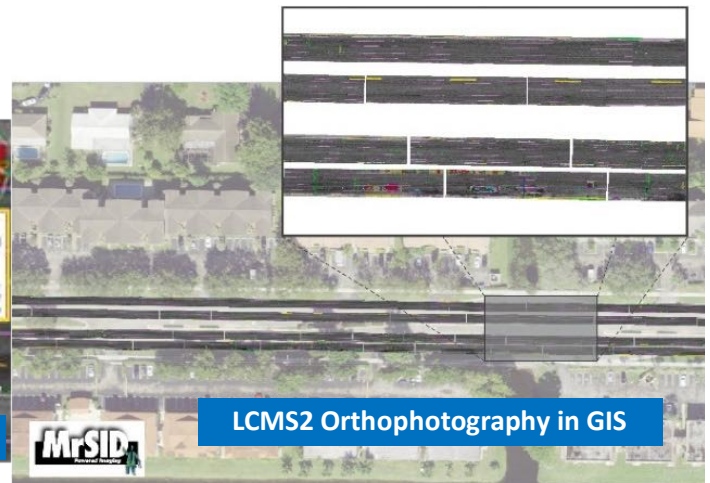
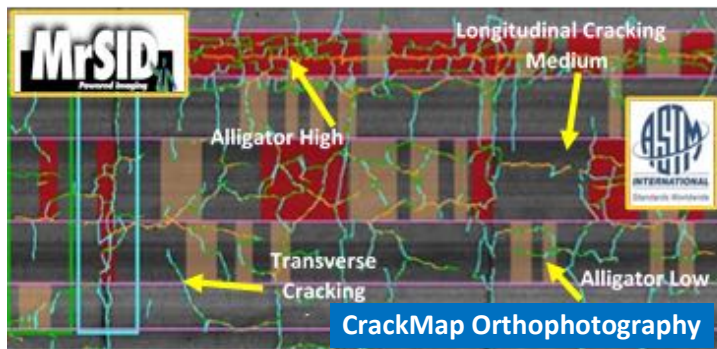
ASTM E3303-21 Report – Spokane, WA Local Generated Sept. 2, 2024	
Total Survey Miles	1,466.60
Total Area Surveyed	101,622,841 ft ²
Number of Cracks in Network	136,370,575
Average Length	0.93 in
Average Width	0.31 in
Average Depth	0.12 in
Total Length of Cracks in Network	1,993.15 mi

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

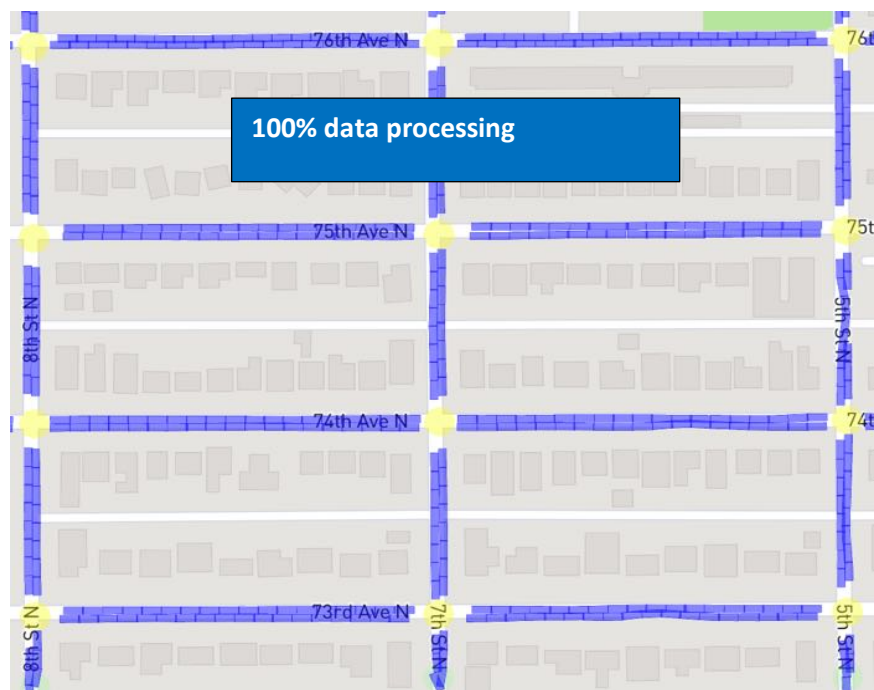
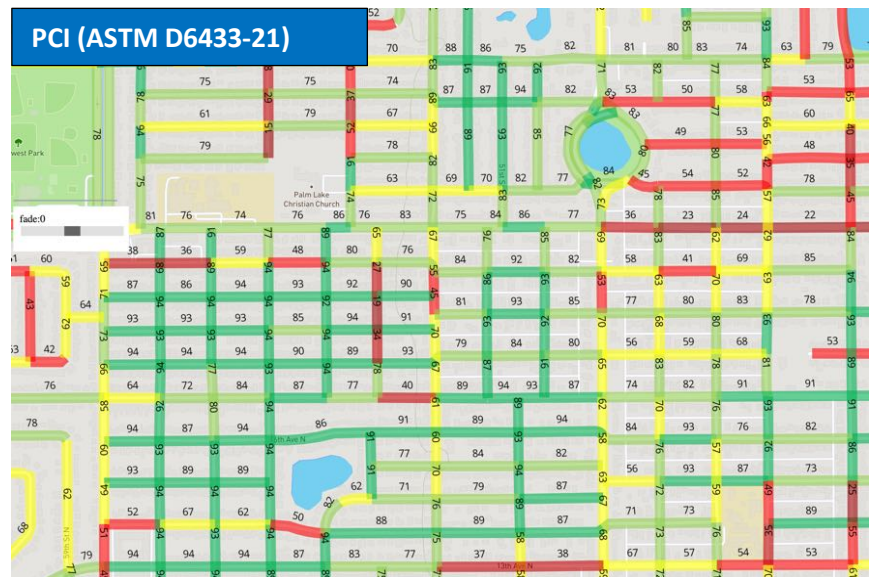
Most vendors say that they can process distress data to produce PCI. **Transmap is the only company that processes all distress data edge-to-edge and all LCMS polygons, not just 10-20% of the data.** A key component to project success is the software utilized to interpret the automated XML data that 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.

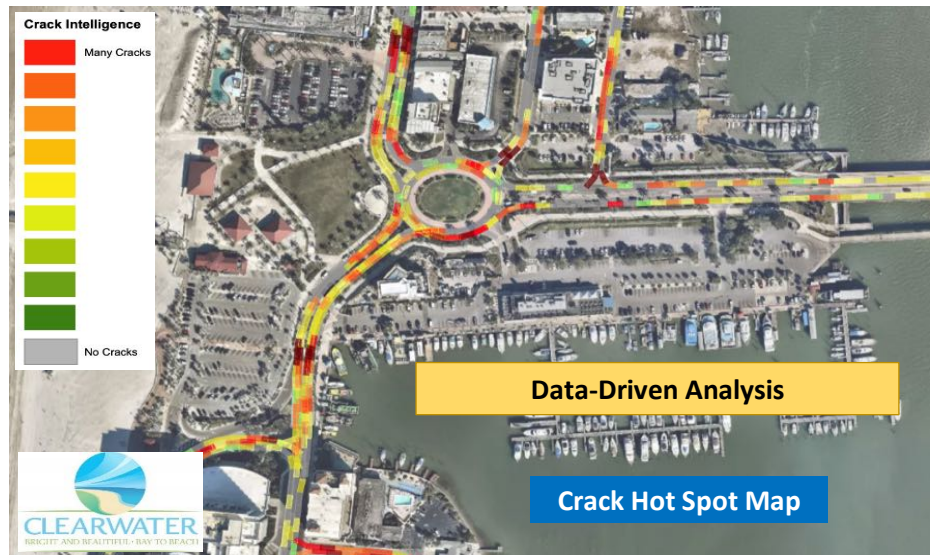
Transmap is unlike other vendors. We start at a project-level assessment using our Project Level ASTM E3303-21. This allows us to see where the system recorded no cracks or excessive cracks. Automated error tracking is used throughout this process. Our data displays LCMS polygons continuously down the road, recording every crack in the system.



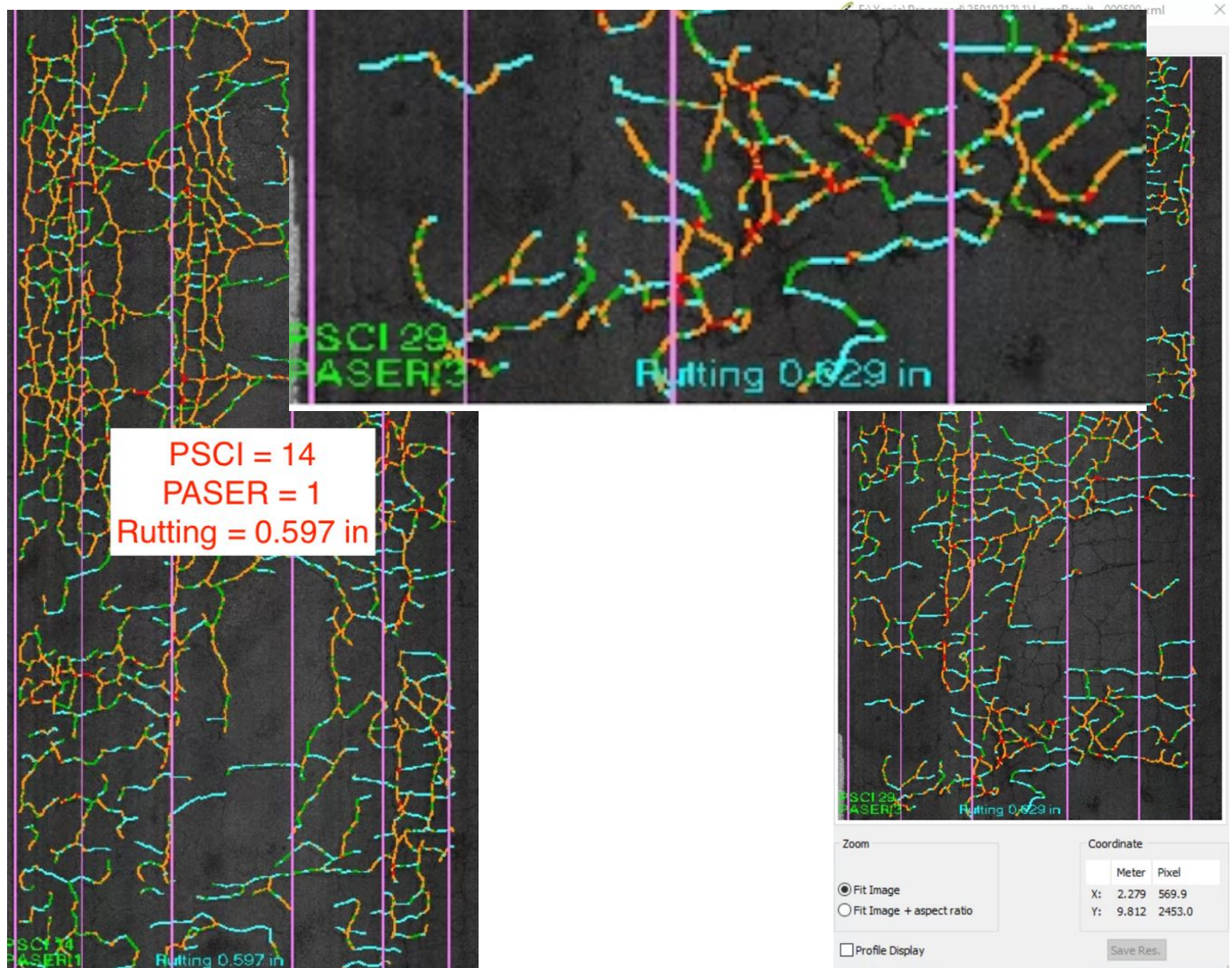
E3303-21 Data

- 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

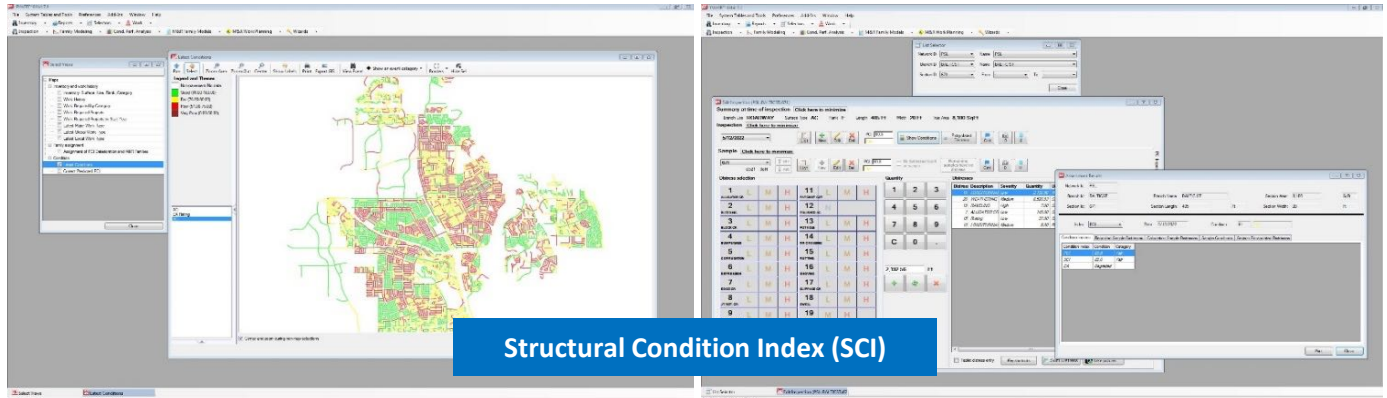
The true area will be an exact pavement width, not just an average width from samples. This will assist the Paving Manager with actual widths to establish repair costs or major maintenance. Transmap will update the pavement centerline and deliver a polygon GIS layer of the true area. Transmap will also 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%

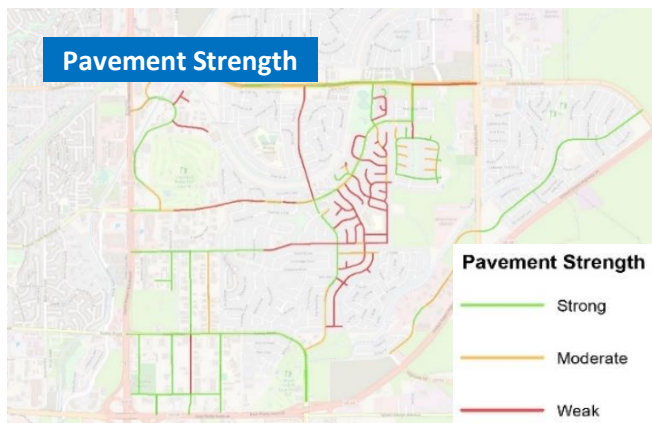


FAST STRUCTURAL

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)

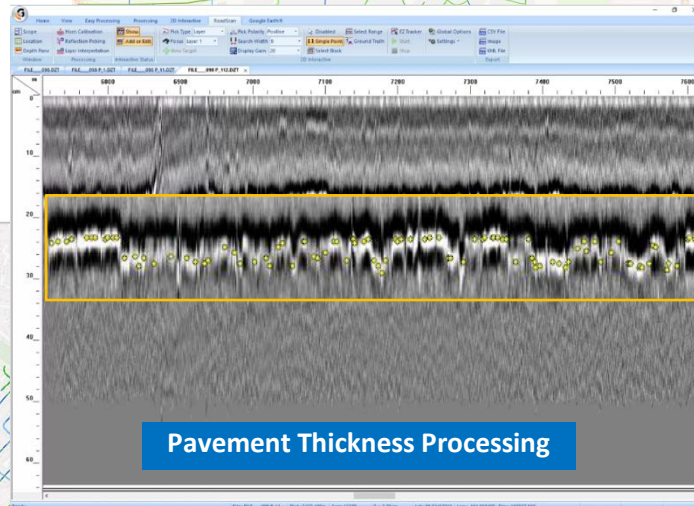
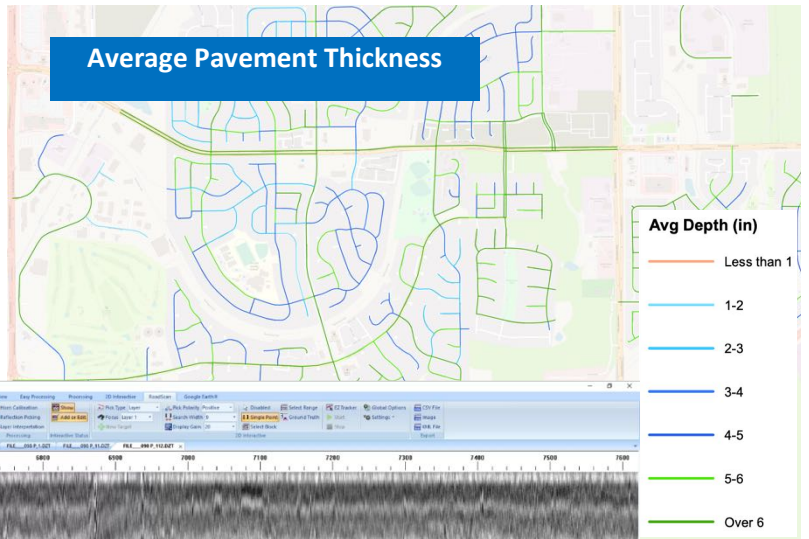
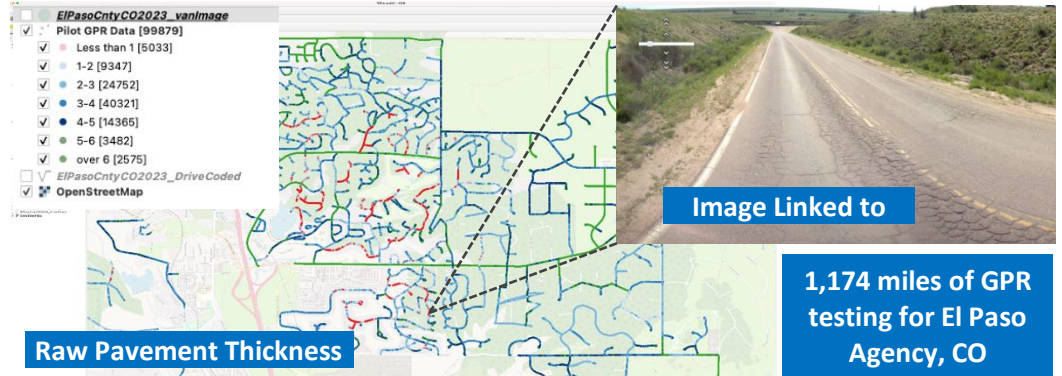


- | | | | |
|------------------------------|----------------------|-----------------------------|-----------------|
| • Alligator Cracking L, M, H | • Depression L, M, H | • L/T Cracking H | • Patching M, H |
| • Pothole L, M, H | • Rutting L, M, H | • Slippage Cracking L, M, H | |

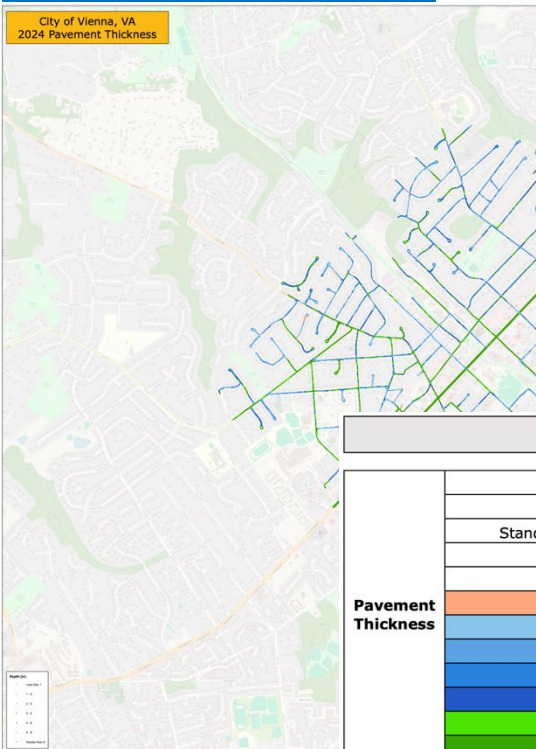
PAVEMENT THICKNESS (GPR)



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.

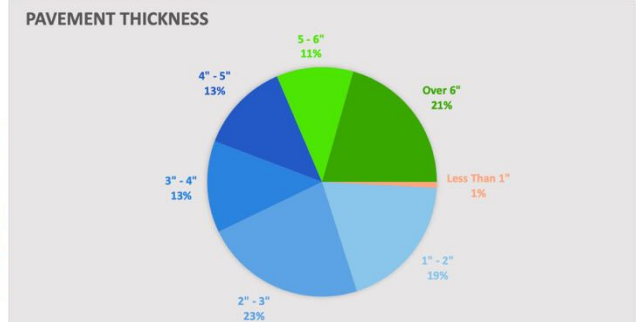


Vienna, VA Pavement Thickness



Vienna, VA - 2024 Pavement Thickness Analysis

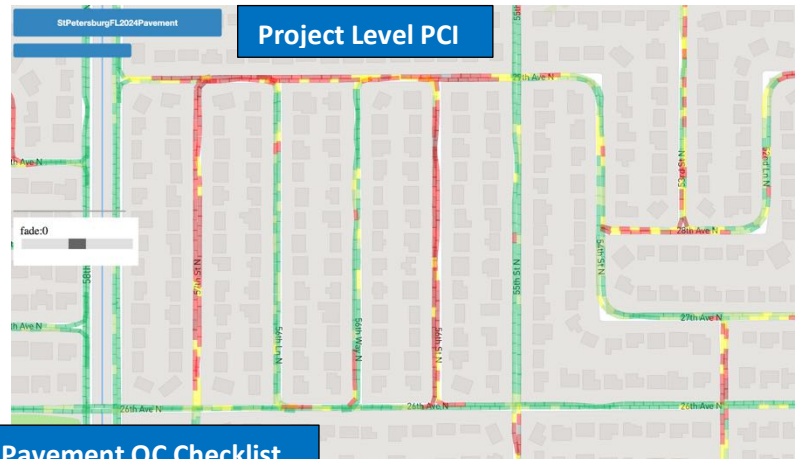
	Mean	4.23
	Median	3.88
	Standard Deviation	3.50
	Minimum	0.01
	Maximum	20.12
Pavement Thickness	Less Than 1"	1%
	1" - 2"	19%
	2" - 3"	23%
	3" - 4"	13%
	4" - 5"	13%
	5 - 6"	11%
	Over 6"	21%



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				

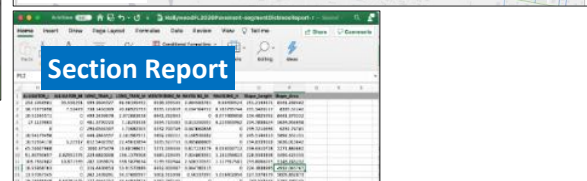
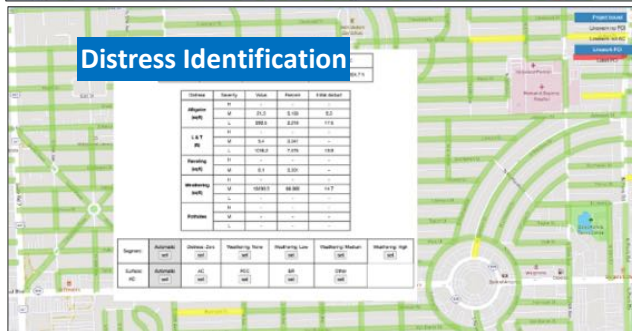
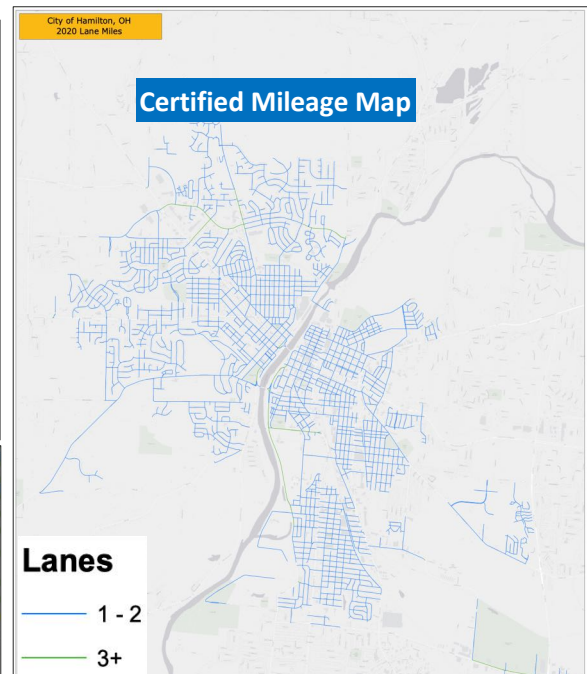
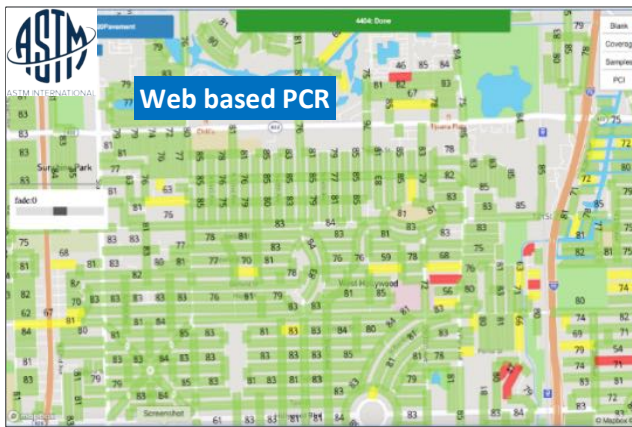
Calibration slicer.systems	Drive slicer.systems	Verification slicer.systems
Advanced Inspections slicer.systems	Analysis slicer.systems	Quality Control slicer.systems
Reporting slicer.systems	Dashboard slicer.systems	Delivery slicer.systems

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.

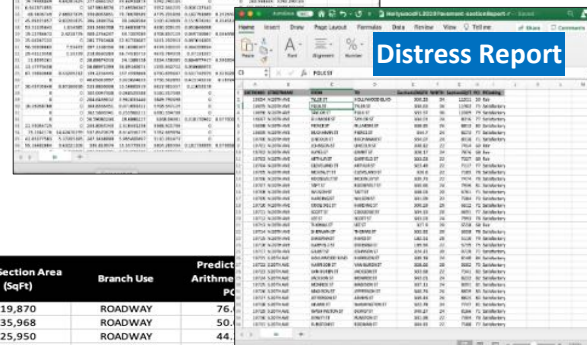
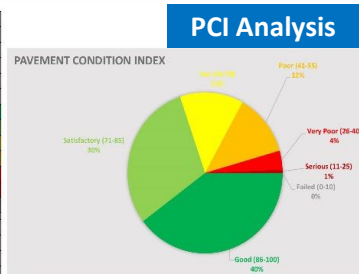
STANDARD REPORTING



Weighted Average PCI	75.92
Mean	76.19
Median	81
Standard Deviation	18.02
Minimum	11
Maximum	100

PCI	Percentage
Good (95-100)	40%
Satisfactory (71-85)	30%
Fair (56-70)	13%
Poor (41-55)	13%
Very Poor (26-40)	4%
Failed (0-10)	0%

Pavement Network	Value
Sections	1,938
Length in Feet	856,266
Length in Miles	162.2
Area SqFt	20,979,030
Area SqYd	2,331,003
Average Width	24.00



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 2.6 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

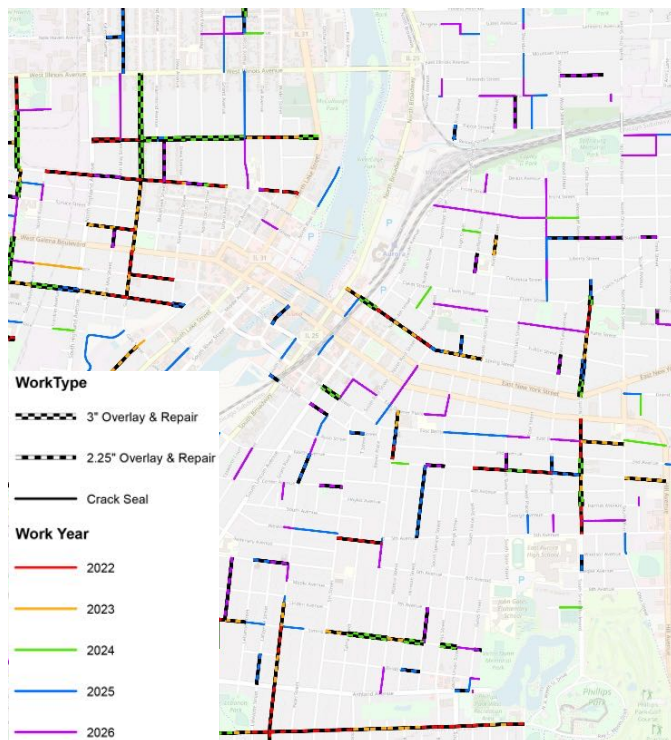


Table 2.8 - Minor Collector/Local Asphalt Roads \$6.114M Annual Budget Consequences

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 2.5 - 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

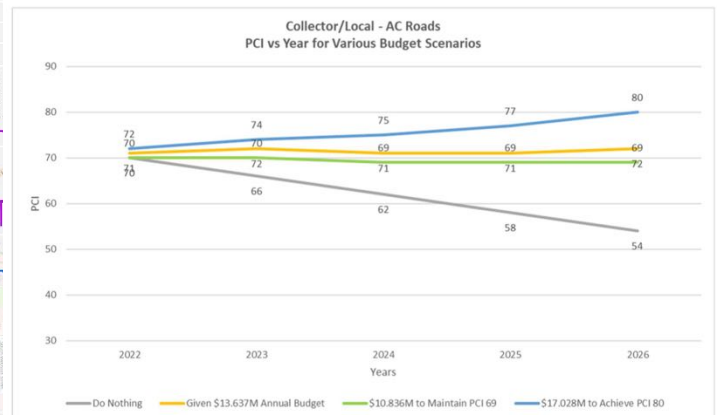


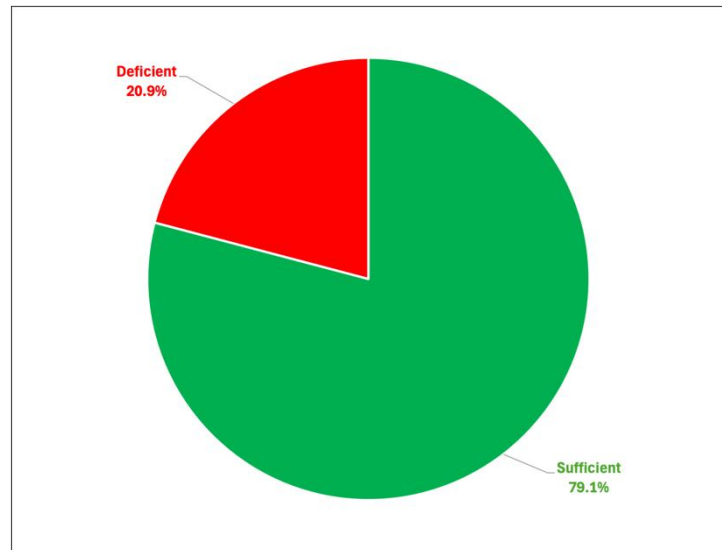
Figure 2-10 - Collector/Local Asphalt Roads Scenarios Summary

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>
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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
PCI	Good (86-100)	27%
	Satisfactory (71-85)	15%
	Fair (56-70)	17%
	Poor (41-55)	28%
	Very Poor (26-40)	13%
	Serious (11-25)	1%
	Failed (0-10)	0%
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

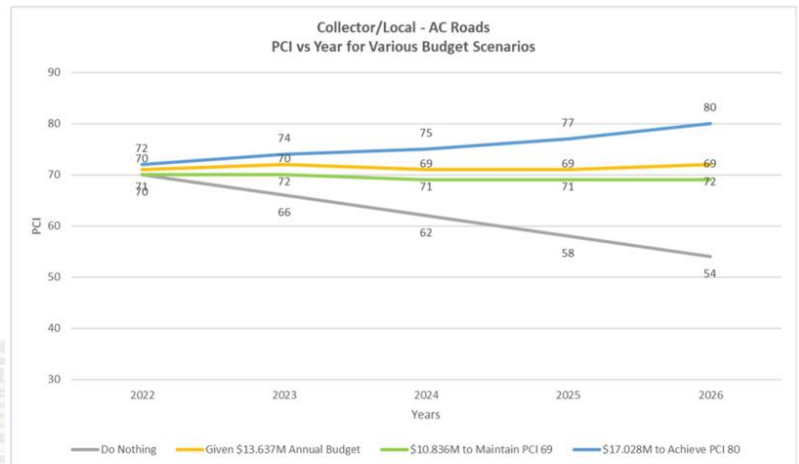
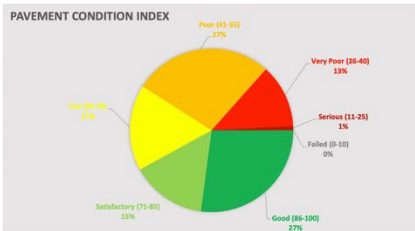
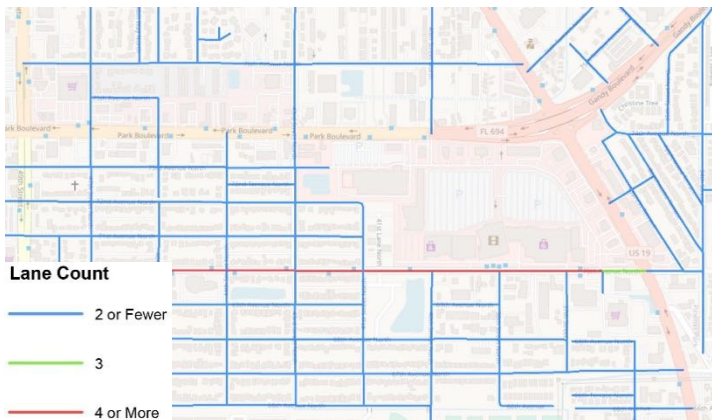


Figure 2-10 - Collector/Local Asphalt Roads Scenarios Summary



<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.

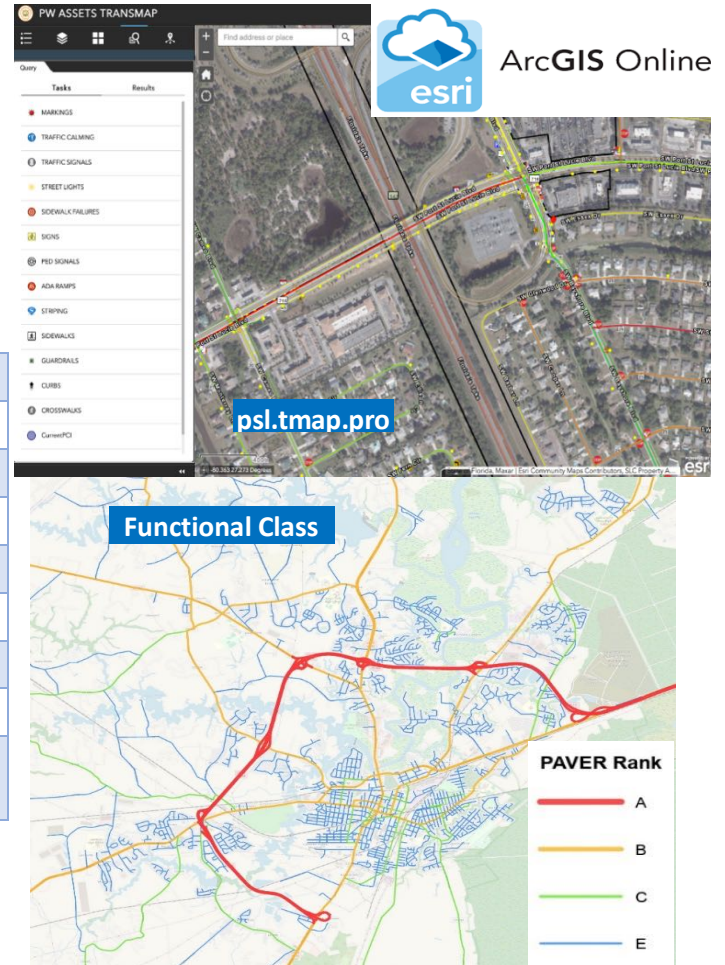
Standard Deliverables		
• Paper maps	• PDF maps	• Spreadsheets
• GIS files	• Hard drive	• LCMS MrSID (GIS)
• PCI maps (zones, districts, neighborhoods)	• Crack Intelligence map (cracking hot spots)	• Crack Intelligence report (tabular, summary)
• Crack Intelligence shapefile	• Crack Intelligence map 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.

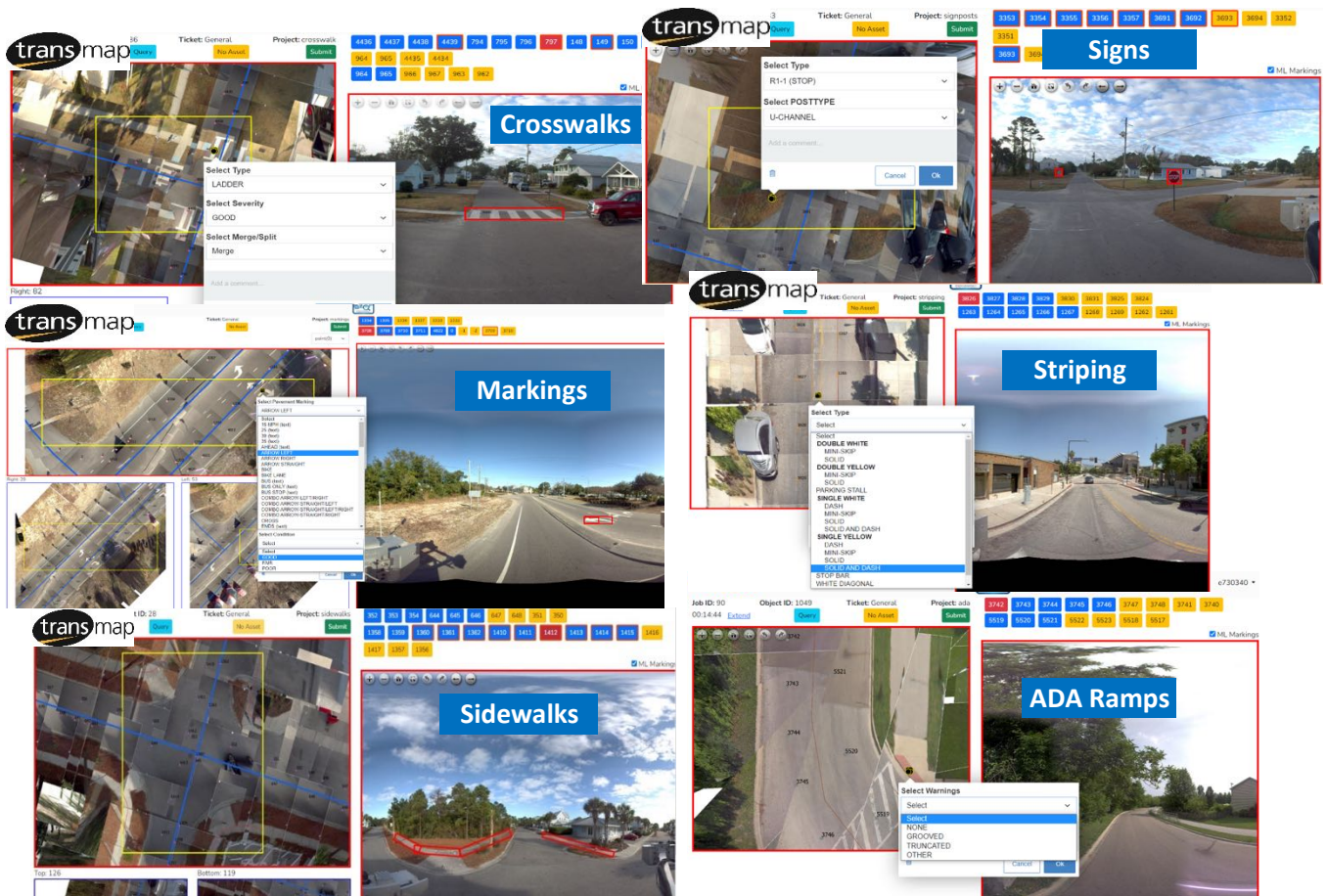
Why Razor

- 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.



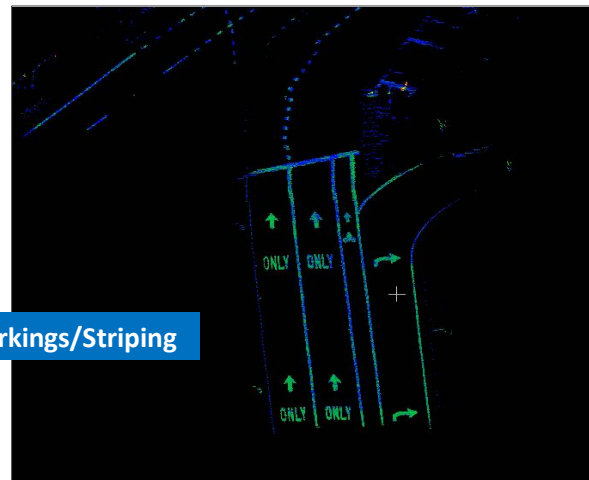
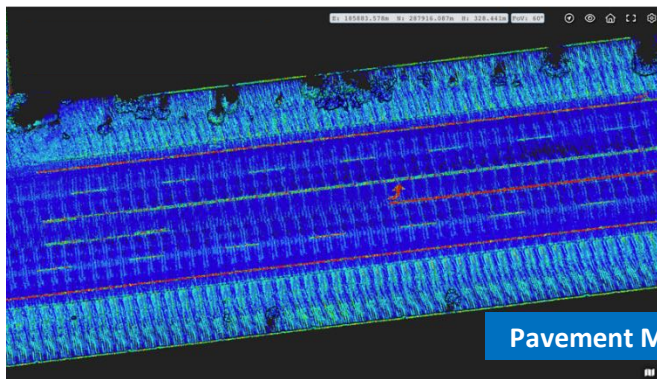
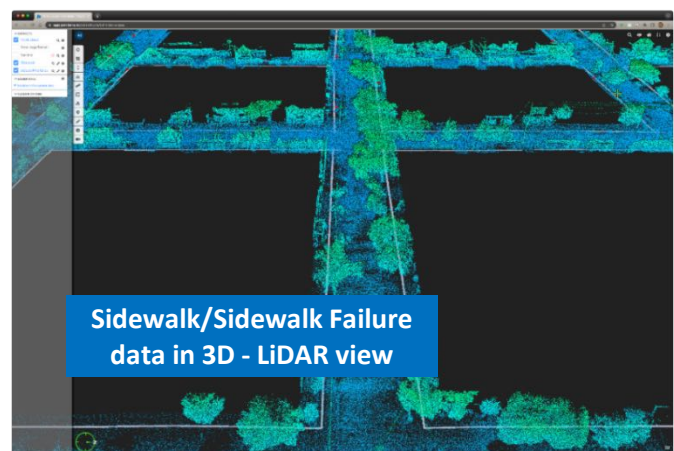
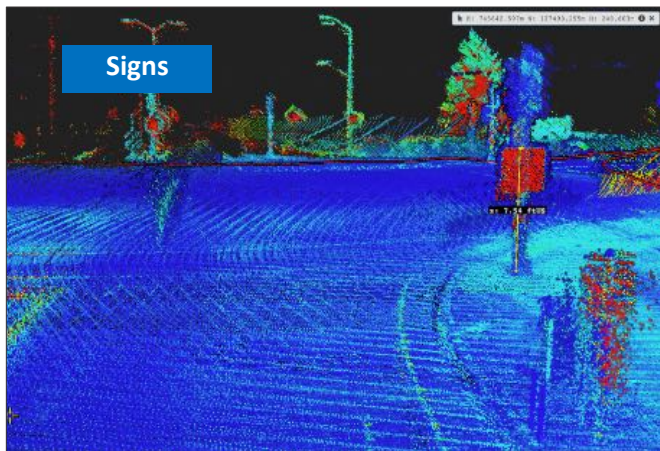
Transmap's systems are equipped with innovative technology that allows for the extraction of a wide range of essential right-of-way assets, which include but are not limited to the following:

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.

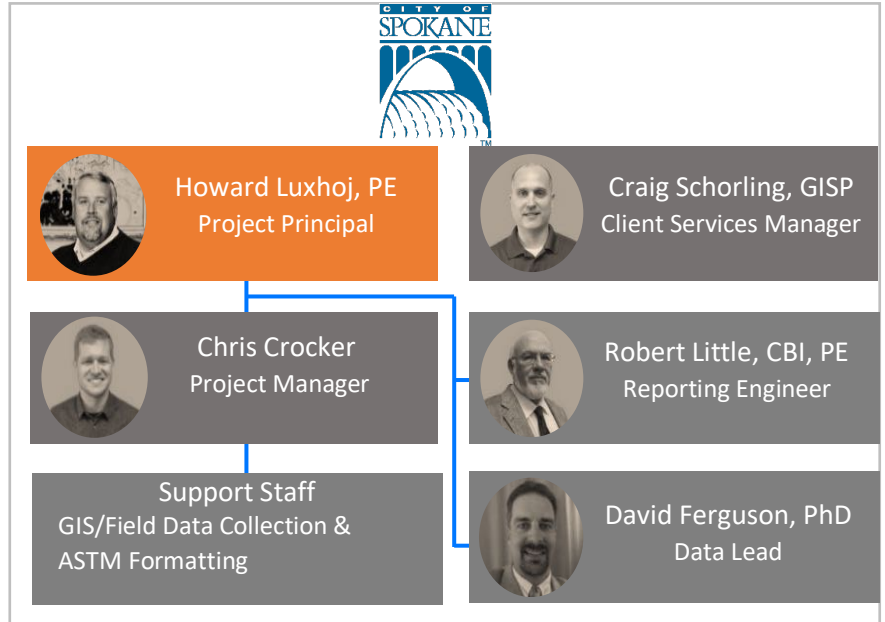


The estimated project timeline is subject to change based on the following factors: agreed scope of work, agency staff availability for meetings, timely delivery of data requested by Transmap, and weather (cannot drive on wet roads).

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

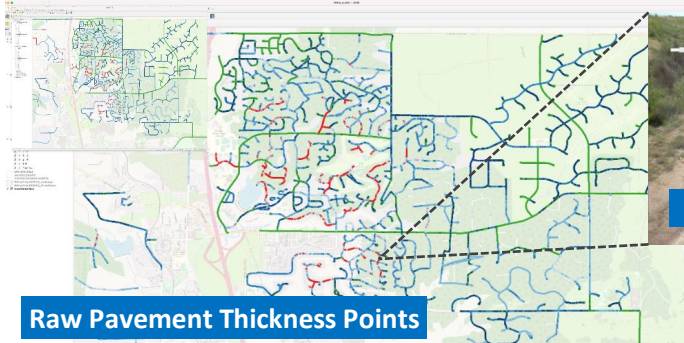
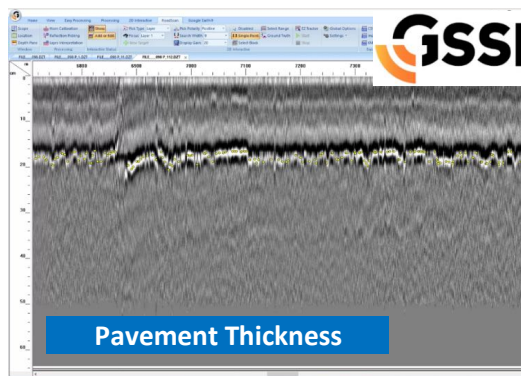
- Marketplace analysis – solutions in the market, comparisons
- Technology transfer – new hardware/software to support operations
- Product development – efficient/effective data collection

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

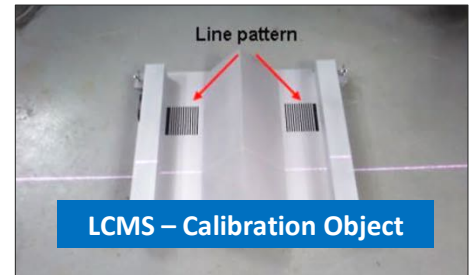
City of Warrensburg, MO, 2021 | City of Haines City, FL, 2020 | City of Helena, MT, 2018 | City of Oakland Park, FL, 2018 | City of Palm Coast, FL, 2017 | City of Bartow, FL, 2017 | City of Stephenville, TX, 2016 | City of Killeen TX, 2014 | City of Evansville, IN MPO, 2015 | City of St. Marys, GA, 2015 | Oconee County, SC, 2015 | City of Sandusky, OH, 2015

KEY RESPONSIBILITIES

VEHICLE CALIBRATION

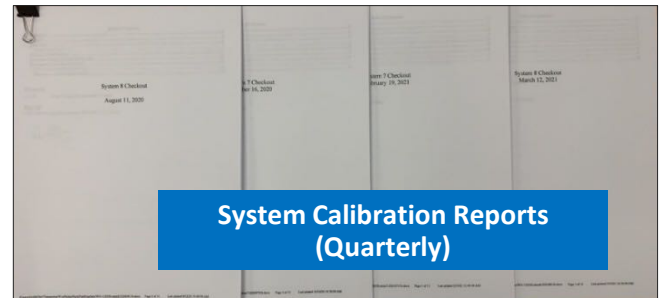
- Quarterly reports – Printed reports on each vehicle
- Crack comparisons – Compare cracks from 2 separate sessions on the same road segment
- Equipment checklist

System 08		March 8, 2023	
Ladybug	✓	LCMS	✓
LiDAR	✓	Wheelcounter	✓
GPS/INS	✓		



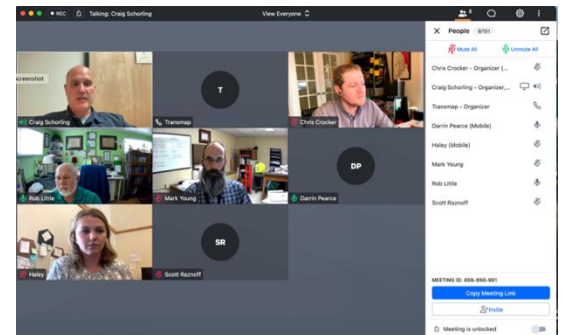
QA/QC PROCEDURES

- 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)

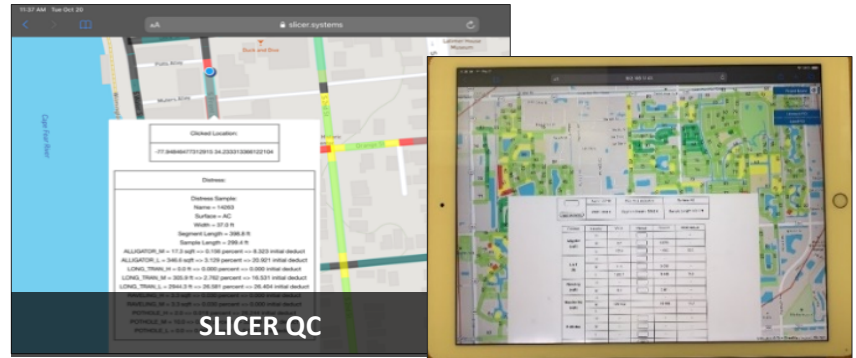
KEY RESPONSIBILITIES

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

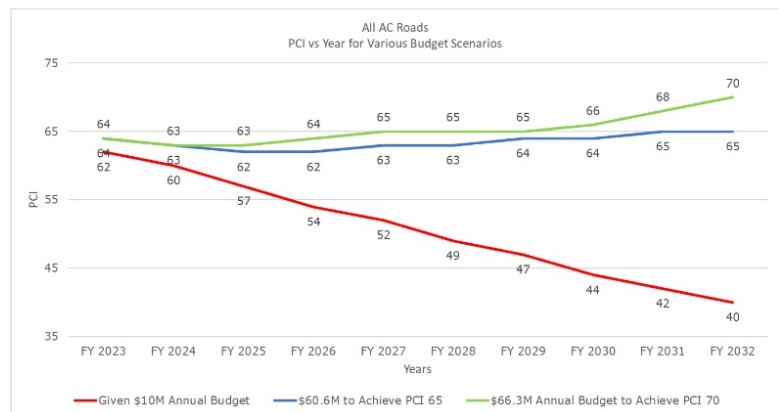
MANAGEMENT EXPERIENCE

- 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.

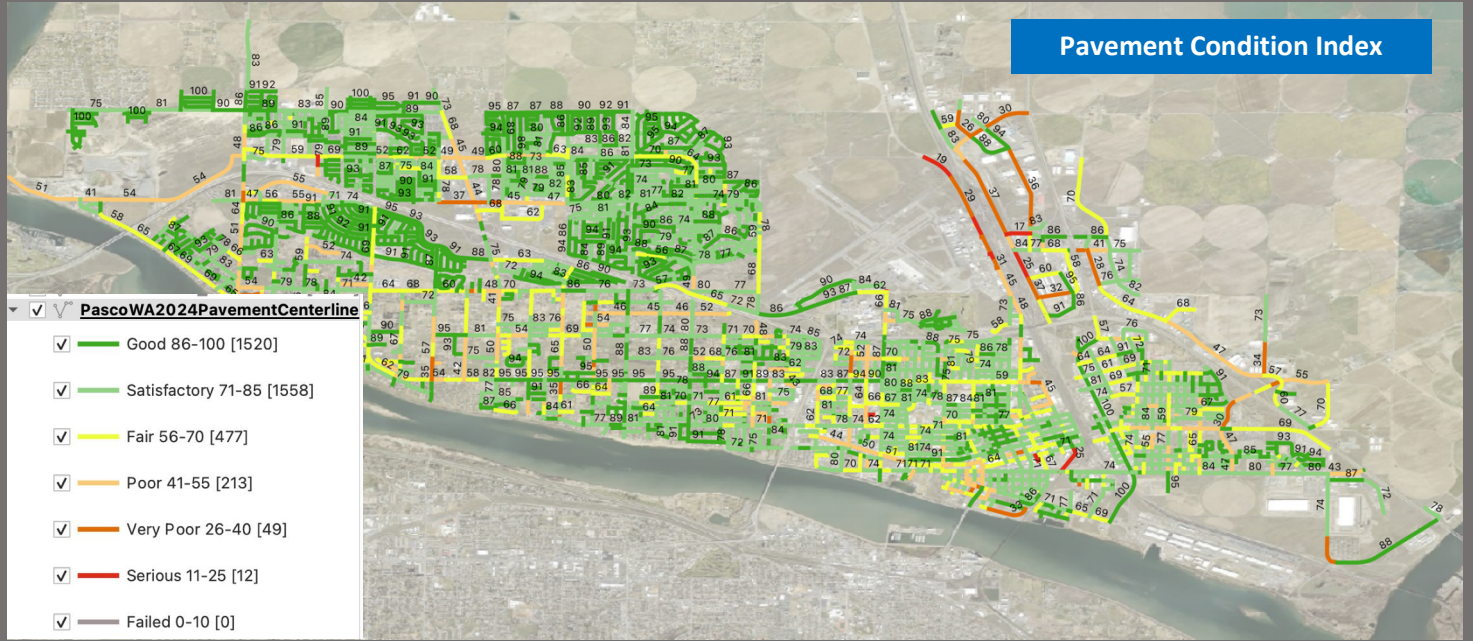
Agency	Contract	Performance Period	Contact	Email	Phone
City of Pasco 1 Pavement Inspection	24-024	6/2024 – ongoing	Juan Loyola, PE Senior Engineer	loyolaj@pasco-wa.gov	509-544-4132
City of Sammamish 2 Pavement Inspections	C2016-150 C2021-235	3/2016-11/2016 4/2021-12/2021	Jim Grueber Pavement Manager	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.

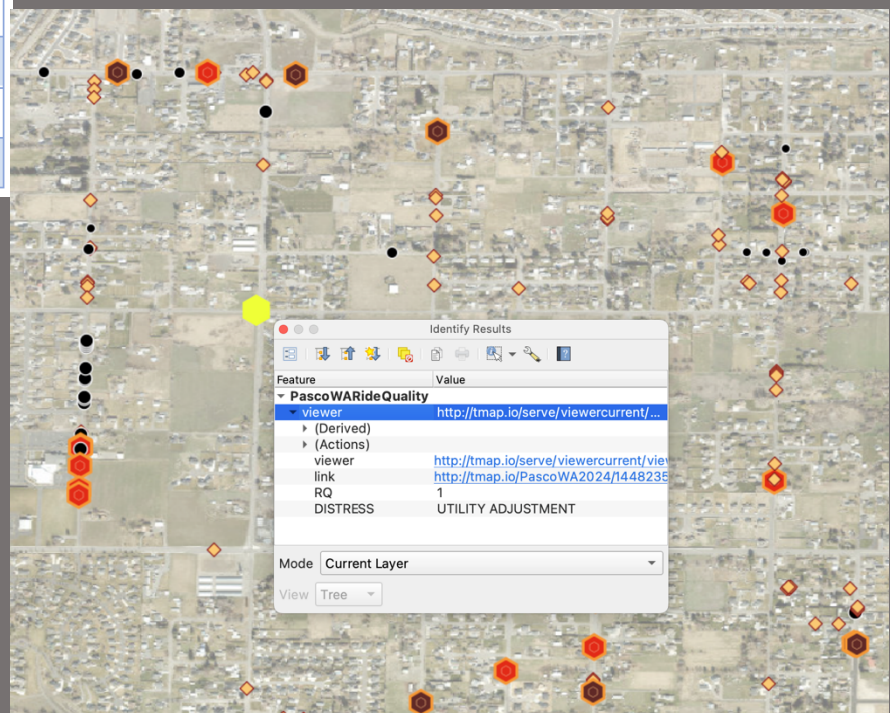
2024: Pavement Inspection

- 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

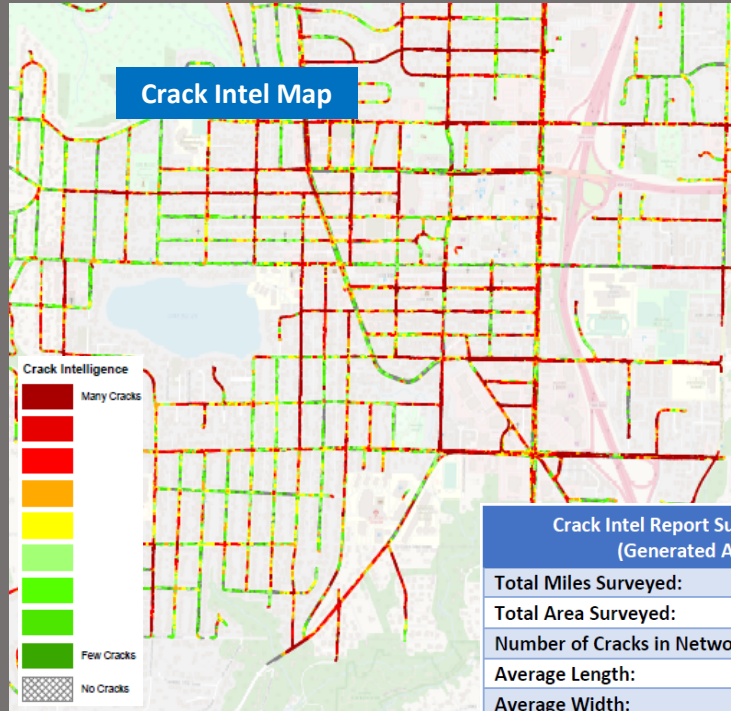
- PascoWARideQuality [1389]**
- BUMP/SAG [2]
 - CRACKING/POTHOLE [599]
 - LARGE PATCH [81]
 - MEDIUM PATCH [18]
 - SMALL PATCH [39]
 - UTILITY ADJUSTMENT [196]
 - UTILITY ADJUSTMENT WITH PATCHING [185]
 - RRX [0]



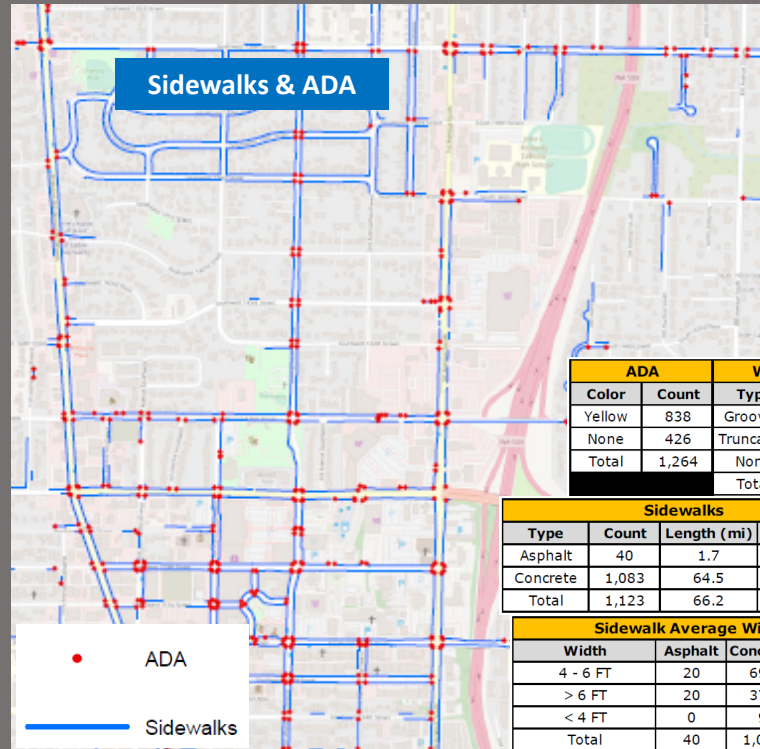
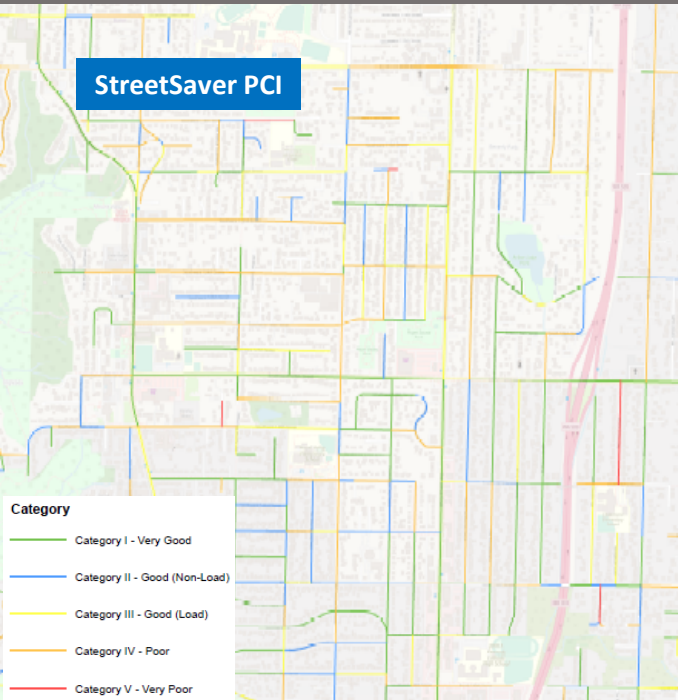
2022: Pavement & Asset Inspection

- 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

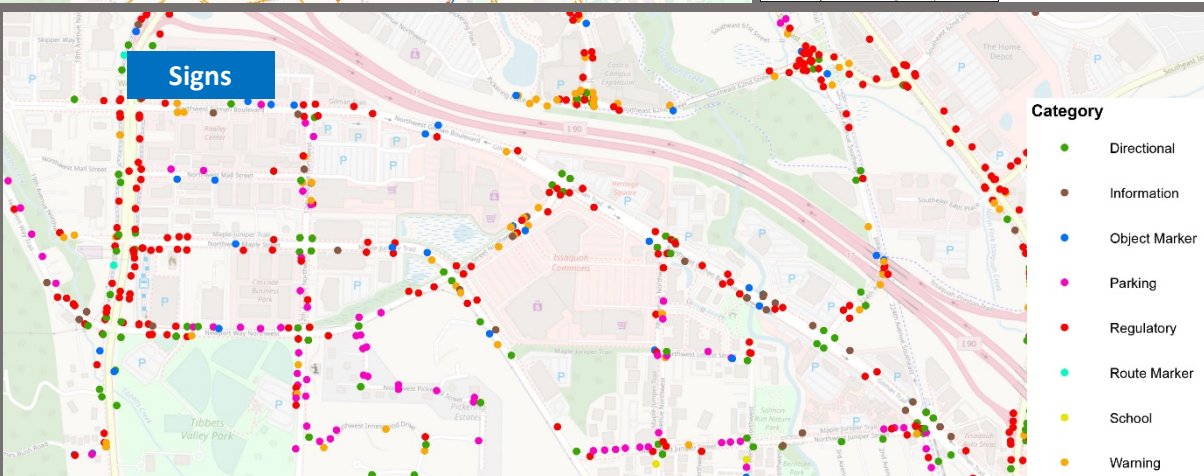
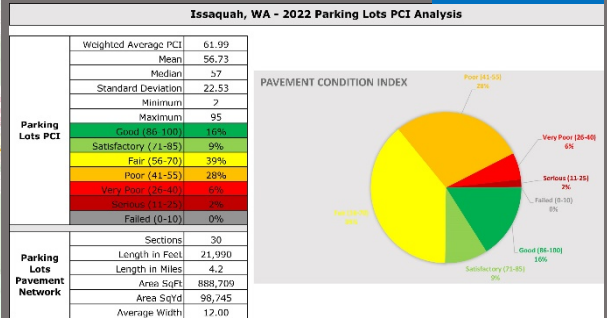
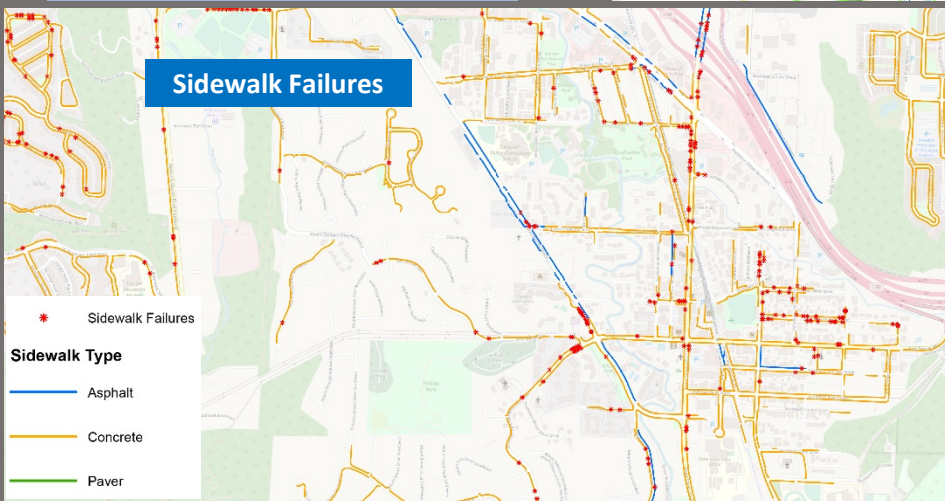
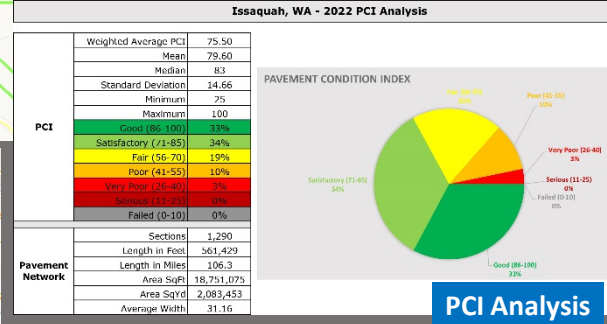
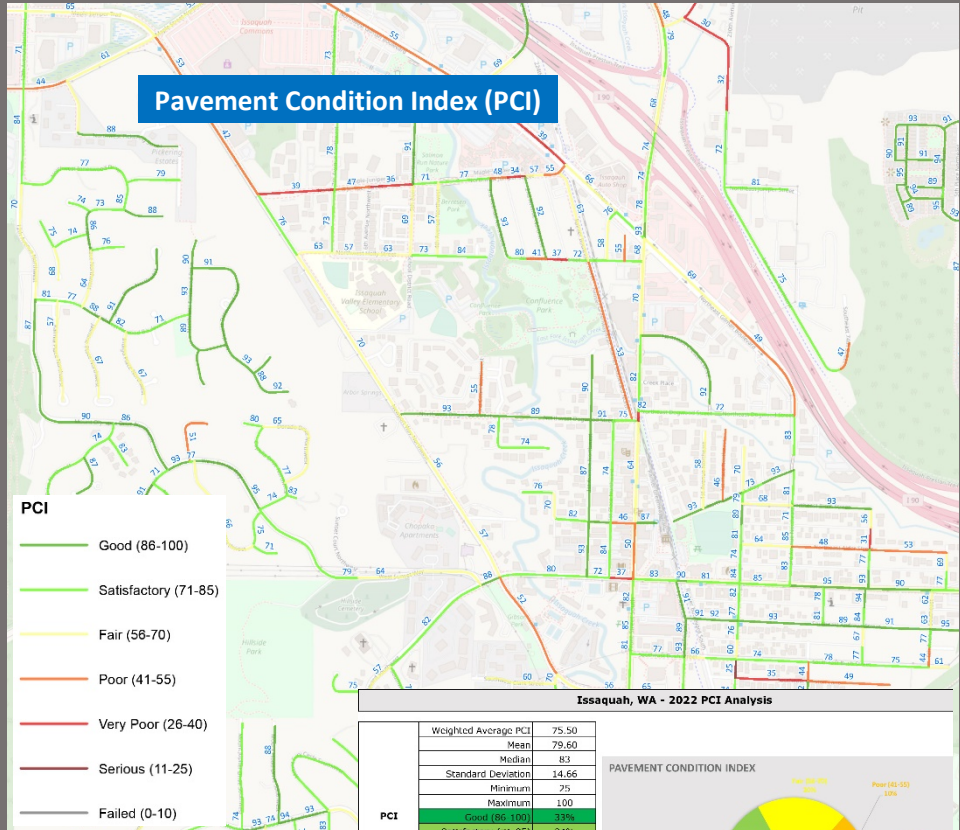
Year Beginning January 1, 2023	Do Nothing	\$1.38M to Maintain PCI 71	\$605K Annual Budget Consequence	\$2.518M to Achieve PCI 80
FY 2023	70	71	70	73
FY 2024	68	70	68	75
FY 2025	65	Work Plan	67	77
FY 2026	63		65	78
FY 2027	60		63	80

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

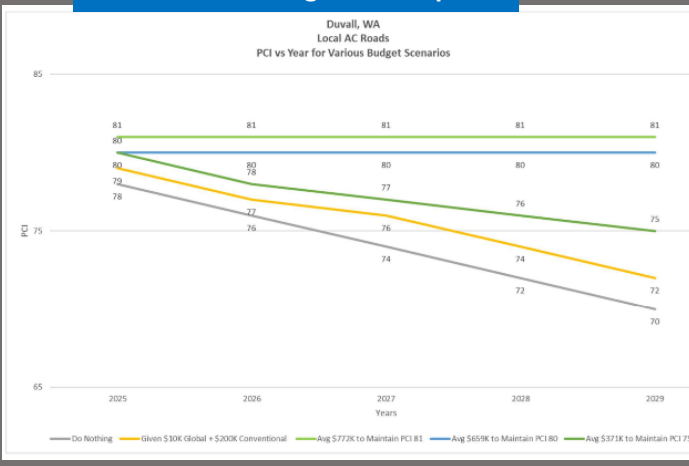
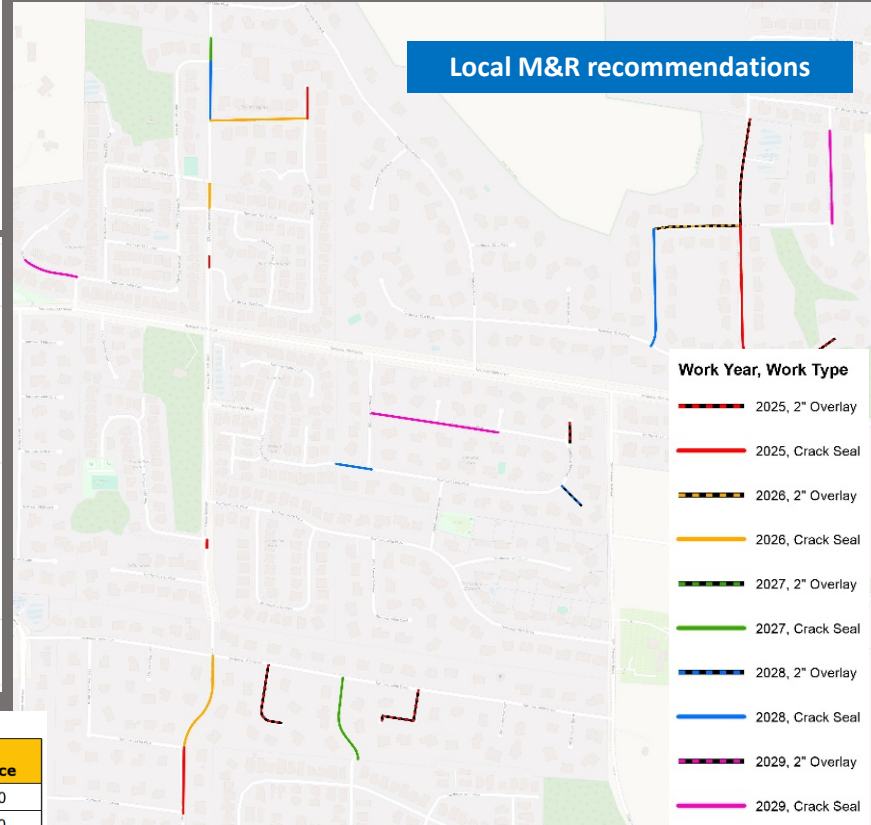
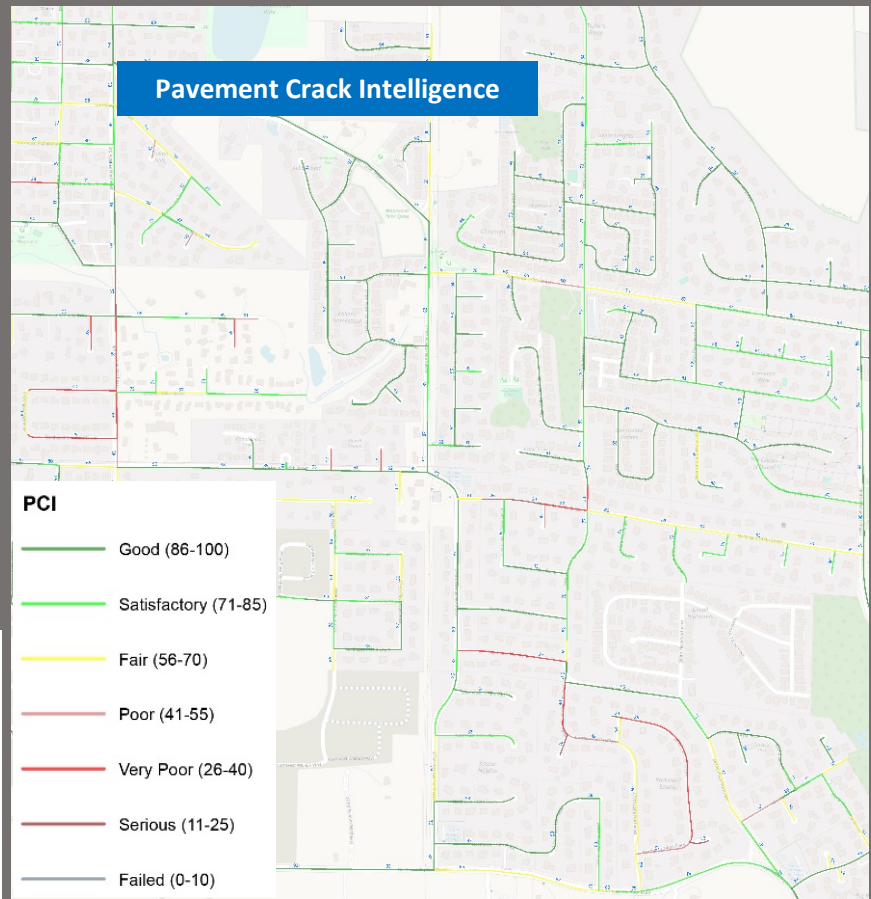


Table 12. Local Asphalt Roads – \$772K Annual Budget to Maintain PCI of 81

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

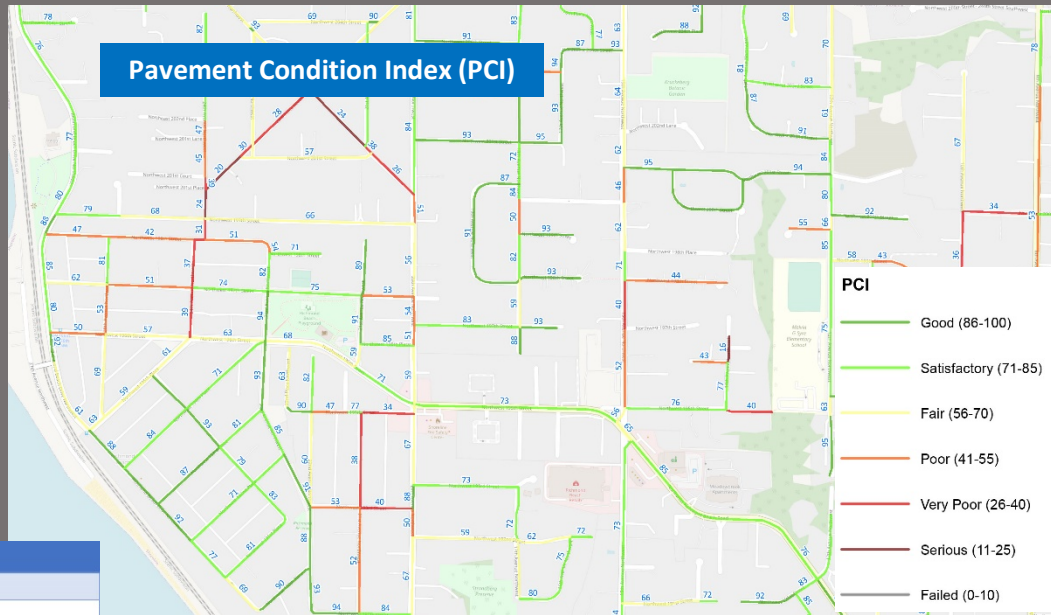
2025: Pavement Analysis (Spring 2025)

2020: Pavement and Asset Inspection

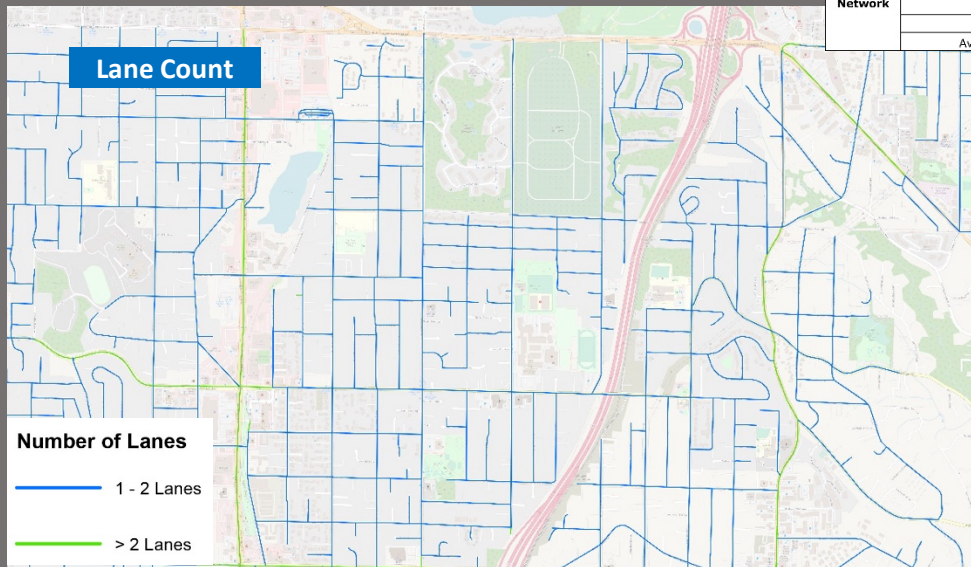
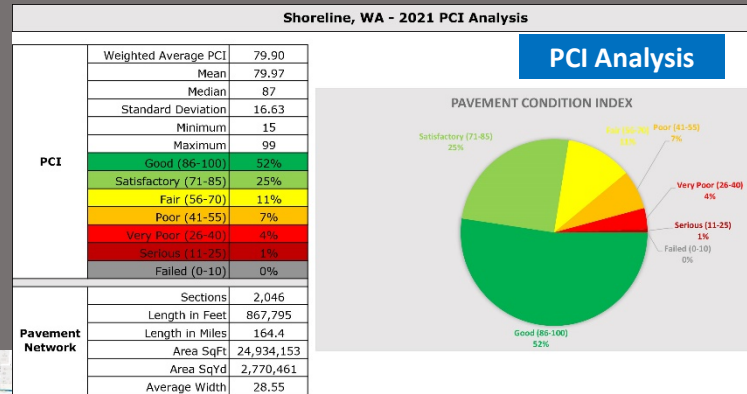
- 371 miles
- ASTM D6433 formatting
- Pavement Condition Index (PCI)
- 5-year work plan

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)

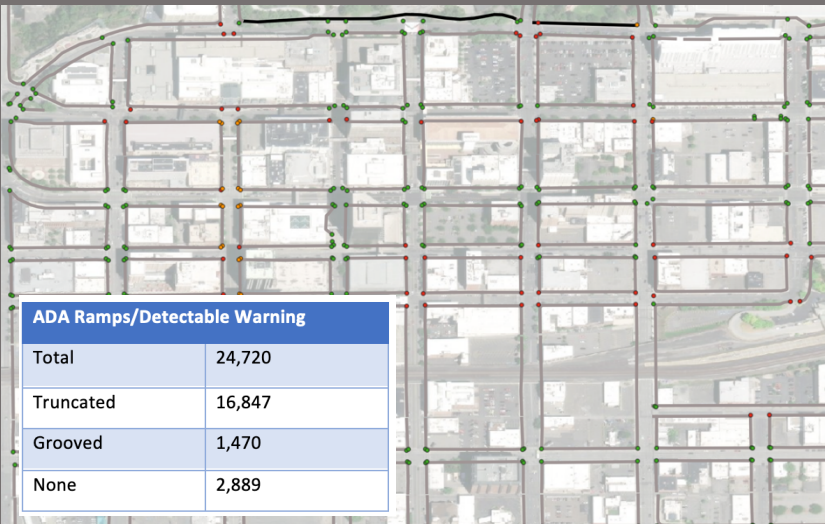
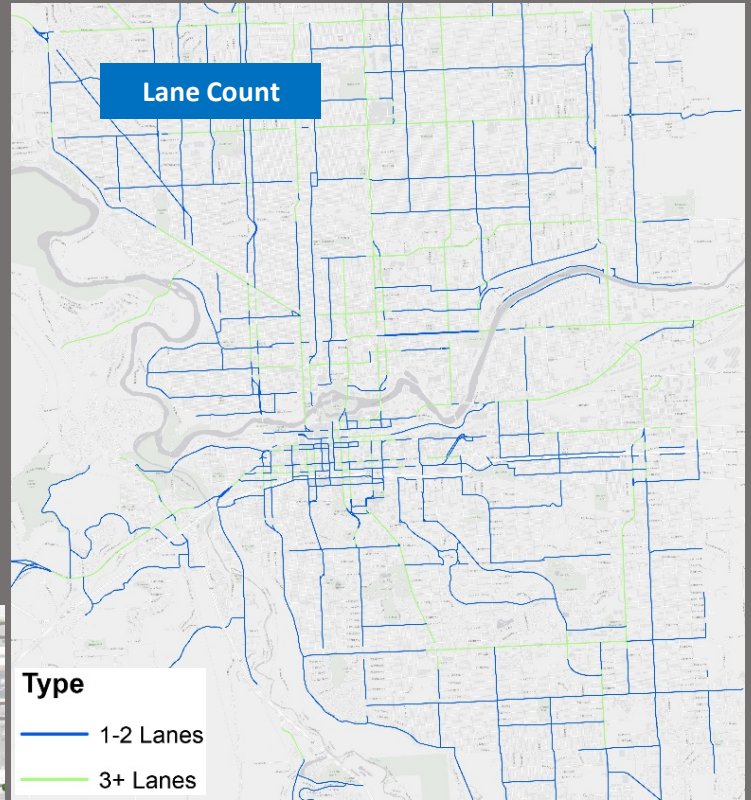
- 748 miles
- ASTM D6433 formatting
- Distress formatted for StreetSaver
- Sidewalk/ADA extraction

2022: Pavement Analysis (Local)

- 1437 miles

2020: Pavement Analysis (Arterial)

- 748 miles

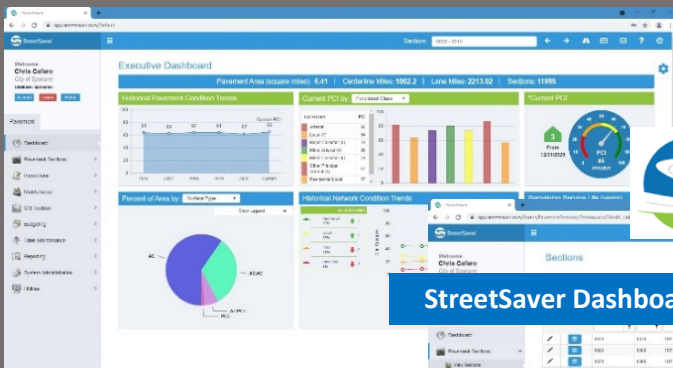


Crack Intel Report Summary - Spokane, WA
(Generated February 14, 2021)

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



StreetSaver Dashboard

SECTION	LINE NUMBER	LINE NAME	LINE TYPE	LANE	SECTION	SECTION NAME	SECTION TYPE	SECTION LANE	SECTION MILES	SECTION AREA	SECTION PERCENT
1001	1001	1001 ST	STREET	2	1001	1001 ST	STREET	2	0.0000	0.0000	0.00
1002	1002	1002 ST	STREET	2	1002	1002 ST	STREET	2	0.0000	0.0000	0.00
1003	1003	1003 ST	STREET	2	1003	1003 ST	STREET	2	0.0000	0.0000	0.00
1004	1004	1004 ST	STREET	2	1004	1004 ST	STREET	2	0.0000	0.0000	0.00
1005	1005	1005 ST	STREET	2	1005	1005 ST	STREET	2	0.0000	0.0000	0.00
1006	1006	1006 ST	STREET	2	1006	1006 ST	STREET	2	0.0000	0.0000	0.00
1007	1007	1007 ST	STREET	2	1007	1007 ST	STREET	2	0.0000	0.0000	0.00
1008	1008	1008 ST	STREET	2	1008	1008 ST	STREET	2	0.0000	0.0000	0.00
1009	1009	1009 ST	STREET	2	1009	1009 ST	STREET	2	0.0000	0.0000	0.00
1010	1010	1010 ST	STREET	2	1010	1010 ST	STREET	2	0.0000	0.0000	0.00



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.

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

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.)

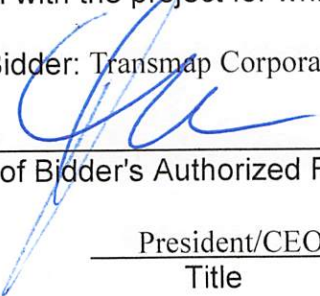
~~BID SECURITY (Addendum 2, 12/19/24)~~

~~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

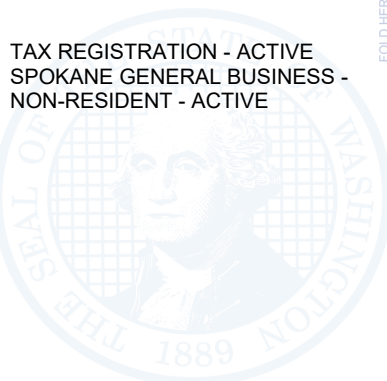
This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in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

FOLD HERE

STATE OF WASHINGTON

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

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OPR 2020-0731



TRANCOR-01

JMARIHUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2025

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).

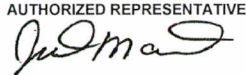
PRODUCER Andres O'Neil & Lowe Insurance Agency 227 North Lynn Street Bryan, OH 43506	CONTACT NAME: PHONE (A/C, No, Ext): (800) 636-0983	FAX (A/C, No): (419) 636-0132
	E-MAIL ADDRESS: agency@andresoneilandlowe.com	
INSURED TRANSMAP Corporation Transmap Engineering LLC 5030 Transamerica Drive Columbus, OH 43228 CITY CLERK'S OFFICE	RECEIVED JAN 24 2025	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	NAIC # 10677
	INSURER B : Cincinnati Indemnity	23280
	INSURER C : Landmark American Insurance Company	
	INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0008067	2/3/2025	2/3/2026	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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0008067	2/3/2025	2/3/2026	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 \$			ENP 0008067	2/3/2025	2/3/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	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	EWC 0359509	2/3/2025	2/3/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			LHR852176	10/31/2024	10/31/2025	\$2M Agg / \$20k ded
A	Employers Liability			ENP 0008067	2/3/2025	2/3/2026	\$1M/\$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Spokane, its officers and employees are additional insureds in reference to the General Liability, per form GA233. 30 day notice of cancellation applies.

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 
--	---

**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](#)

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OPR 2020-0731



TRANCOR-01

JMARIHUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2025

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PRODUCER Andres O'Neil & Lowe Insurance Agency 227 North Lynn Street Bryan, OH 43506	CONTACT NAME: PHONE (A/C, No, Ext): (800) 636-0983 FAX (A/C, No): (419) 636-0132 E-MAIL ADDRESS: agency@andresoneilandlowe.com
INSURED TRANSMAP Corporation Transmap Engineering LLC 5030 Transamerica Drive Columbus, OH 43228	RECEIVED
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Cincinnati Insurance Company 10677
	INSURER B : Cincinnati Indemnity 23280
	INSURER C : Landmark American Insurance Company
	INSURER D : INSURER E : INSURER F :

RECEIVED
JAN 24 2025

CITY CLERK'S OFFICE

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			ENP 0008067	2/3/2025	2/3/2026	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
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0008067	2/3/2025	2/3/2026	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			ENP 0008067	2/3/2025	2/3/2026	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC 0359509	2/3/2025	2/3/2026	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			LHR852176	10/31/2024	10/31/2025	\$2M Agg / \$20k ded 1,000,000
A	Employers Liability			ENP 0008067	2/3/2025	2/3/2026	\$1M/\$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Spokane, its officers and employees are additional insureds in reference to the General Liability, per form GA233. 30 day notice of cancellation applies.

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Agenda Sheet for City Council:****Committee:** 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	<u>PURCHASING</u>	WAHL, CONNIE
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	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? 	

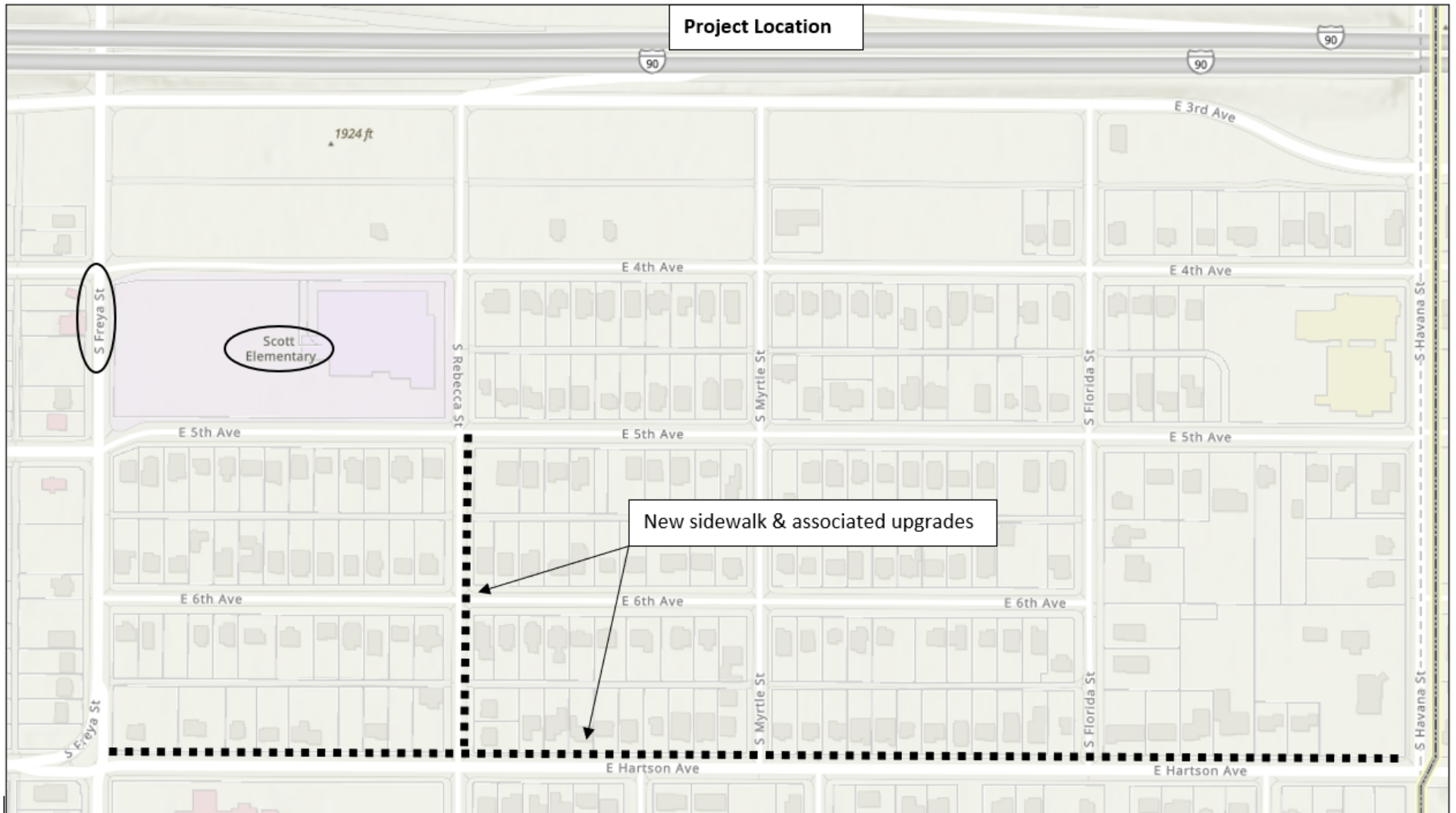
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

19. **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.

20. 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").
21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
22. 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.
23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

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

31. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

32. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

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

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.

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **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 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)

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 IN- LET	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 EXIST- ING 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 STRUC- TURE	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 WMWINKL-02	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liability Insurance	26247
	INSURER C: Indian Harbor Insurance Company	36940
	INSURER D:	
	INSURER E:	
	INSURER F:	

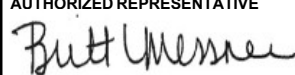
COVERAGES **CERTIFICATE NUMBER: 111599596** **REVISION NUMBER:**

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 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 A	Professional Liability Hired Auto Physical Damage (HAPD)			PEC200022502 BAP641138902	4/1/2024 4/1/2024	4/1/2025 4/1/2025	Each Claim/Aggregate \$2,000,000 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*****

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
Tax Classification										
Schedule 01										
Sales tax shall be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	7,500.00	7,500.00	1,500.00	\$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*****

<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>
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
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<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>	<hr/> 1,105,143.25	<hr/> 1,431,037.00	<hr/> 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 #	CR27343
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 DW Excavating, Inc. (Davenport, WA) for Perry Street Sewer Main 19th Avenue to 18th Avenue - \$592,370. An administrative reserve of \$59,237, 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 March 3, 2025, bids were opened for the above project. The low bid from DW Excavation, Inc., in the amount of \$592,370.00, which is \$30,025.37 or 4.82% below the Engineer's Estimate of \$625,000.00. Four other bids were received as follows: Inland Infrastructure, LLC - \$608,888.00, Wm Winkler Company - \$716,235.00, Liberty Concrete - \$724,719.50, Zetin Contractors, LLC - \$836,707.49.

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	\$592,370.00
Current Year Cost	\$592,370.00
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Project funding is from local water and sewer rates.	
Amount	
Budget Account	
Expense \$ 592,370.00	# 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	
Derrek Wilson derrek@dwexcavating.net	jrhall@spokanecity.org
publicworksaccounting@spokanecity.org	mvallen@spokanecity.org
tax&licenses@spokanecity.org	
eraea@spokanecity.org	
dbuller@spokanecity.org	



City of Spokane
PUBLIC WORKS CONTRACT
Title: **PERRY STREET SEWER MAIN**
19TH AVENUE TO 18TH AVENUE

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 992122, 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 **PERRY STREET SEWER MAIN 19TH AVENUE TO 18TH AVENUE.**
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 2025, 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. 2024057 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 \$592,370.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

- 1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

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

19. **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.

20. **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").

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

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

25-044

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$592,370.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **PERRY STREET SEWER MAIN 19TH AVENUE TO 18TH AVENUE**. 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 _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FIVE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$592,370.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **PERRY STREET SEWER MAIN 19TH AVENUE TO 18TH AVENUE**. 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 _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes 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 NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTI-MATED QUANTI-TIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 4,300.00	\$ 4,300.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 3,000.00	\$ 3,000.00
3	REIMBURSEMENT OF THIRD PARTY DAM- AGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 930.00	\$ 930.00
5	POTHOLING	8.00 EA	\$ 470.00	\$ 3,760.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 4,700.00	\$ 4,700.00
7	MOBILIZATION	1.00 LS	\$ 44,300.00	\$ 44,300.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 18,400.00	\$ 18,400.00
9	WORK ZONE SAFETY CONTINGENCY	2,000.00 FA	\$ 1.00	\$ 2,000.00
10	TYPE III BARRICADE	10.00 EA	\$ 74.00	\$ 740.00
11	CLEARING AND GRUBBING	1.00 LS	\$ 3,800.00	\$ 3,800.00
12	TREE ROOT TREATMENT	2.00 EA	\$ 850.00	\$ 1,700.00
13	TREE PROTECTION ZONE	5.00 EA	\$ 400.00	\$ 2,000.00

14	TREE PRUNING	7.00 EA	\$	400.00	\$	2,800.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,200.00	\$	3,200.00
16	REMOVE EXISTING CURB	472.00 LF	\$	11.00	\$	5,192.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	242.00 SY	\$	18.00	\$	4,356.00
18	SAWCUTTING CURB	30.00 EA	\$	28.00	\$	840.00
19	SAWCUTTING RIGID PAVEMENT	1,234.00 LFI	\$	1.00	\$	1,234.00
20	SAWCUTTING FLEXIBLE PAVEMENT	695.00 LFI	\$	1.00	\$	695.00
21	ROADWAY EXCAVATION INCL. HAUL	291.00 CY	\$	90.00	\$	26,190.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	150.00 CY	\$	35.00	\$	5,250.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	150.00 CY	\$	40.00	\$	6,000.00
24	CONSTRUCTION VIBRATION MONITORING	1.00 LS	\$	5,600.00	\$	5,600.00
25	PREPARATION OF UNTREATED ROADWAY	1,500.00 SY	\$	6.72	\$	10,080.00
26	CONTROLLED DENSITY FILL	20.00 CY	\$	315.00	\$	6,300.00
27	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	60.00 SY	\$	2.00	\$	120.00
28	CRUSHED SURFACING TOP COURSE	167.00 CY	\$	118.00	\$	19,706.00

29	CSTC FOR SIDEWALK AND DRIVEWAYS	22.00 CY	\$	214.00	\$	4,708.00
30	BALLAST	10.00 CY	\$	64.00	\$	640.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1,500.00 SY	\$	25.00	\$	37,500.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	56.00 SY	\$	108.00	\$	6,048.00
33	SOIL RESIDUAL HERBICIDE	1,500.00 SY	\$	0.60	\$	900.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	56.00 SY	\$	50.00	\$	2,800.00
35	COMMERCIAL CONCRETE	5.00 CY	\$	400.00	\$	2,000.00
36	TEMPORARY PIPE PLUG	1.00 EA	\$	300.00	\$	300.00
37	MANHOLE- 48 IN.	2.00 EA	\$	4,500.00	\$	9,000.00
38	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	2.00 VF	\$	82.00	\$	164.00
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1.00 EA	\$	1,100.00	\$	1,100.00
40	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	1.00 EA	\$	1,400.00	\$	1,400.00
41	MH OR DW FRAME AND COVER (STANDARD)	2.00 EA	\$	1,600.00	\$	3,200.00
42	MH OR DW FRAME AND COVER (LOCKABLE)	1.00 EA	\$	1,700.00	\$	1,700.00
43	VALVE BOX AND COVER	1.00 EA	\$	1,000.00	\$	1,000.00
44	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1.00 EA	\$	850.00	\$	850.00

45	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	1.00 EA	\$	850.00	\$	850.00
46	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2.00 EA	\$	980.00	\$	1,960.00
47	MANHOLE TEST	1.00 EA	\$	800.00	\$	800.00
48	CLEANING EXISTING DRAINAGE STRUC- TURE	10.00 EA	\$	1,200.00	\$	12,000.00
49	EXTRA WORK ALLOWANCE FOR ROCK EX- CAVATION - TRENCHES	130.00 CY	\$	240.00	\$	31,200.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	80.00 CY	\$	110.00	\$	8,800.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	80.00 CY	\$	59.00	\$	4,720.00
52	IMPORTED BACKFILL	60.00 CY	\$	45.00	\$	2,700.00
53	TRENCH SAFETY SYSTEM	1.00 LS	\$	4,500.00	\$	4,500.00
54	SIDE SEWER CLEANING AND VIDEO IN- SPECTION	3.00 EA	\$	1,700.00	\$	5,100.00
55	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	25.00 LF	\$	135.00	\$	3,375.00
56	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2.00 EA	\$	600.00	\$	1,200.00
57	CONNECT 4 IN. DIA. SEWER PIPE TO EXIST- ING SEWER PIPE	2.00 EA	\$	380.00	\$	760.00
58	CONNECT 6 IN. DIA. SEWER PIPE TO EXIST- ING SEWER PIPE	1.00 EA	\$	550.00	\$	550.00
59	CONNECT 8 IN. DIA. SEWER PIPE TO EXIST- ING SEWER PIPE	1.00 EA	\$	910.00	\$	910.00

60	CUT-OFF WALL	4.00 EA	\$	3,200.00	\$	12,800.00
61	PLUGGING EXISTING PIPE	1.00 EA	\$	305.00	\$	305.00
62	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	2,600.00	\$	2,600.00
63	ENCASE WATER/SEWER AT CROSSINGS	1.00 EA	\$	3,800.00	\$	3,800.00
64	CLEANING EXISTING SANITARY SEWERS	4.00 EA	\$	1,300.00	\$	5,200.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	8.00 LF	\$	300.00	\$	2,400.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	400.00 LF	\$	100.00	\$	40,000.00
67	INSTALL JOINT RESTRAINT ON EXISTING 6 IN. DIA. WM	10.00 EA	\$	1,200.00	\$	12,000.00
68	GATE VALVE 6 IN.	2.00 EA	\$	3,400.00	\$	6,800.00
69	GATE VALVE 8 IN.	1.00 EA	\$	4,200.00	\$	4,200.00
70	HYDRANT ASSEMBLY	1.00 EA	\$	11,100.00	\$	11,100.00
71	TRENCH EXC. FOR WATER SERVICE TAP	250.00 LF	\$	40.00	\$	10,000.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	320.00 LF	\$	79.00	\$	25,280.00
73	SANITARY SEWER BYPASSING	1.00 LS	\$	10,800.00	\$	10,800.00
74	SIDE SEWER PIPE 4 IN. DIA.	240.00 LF	\$	104.00	\$	24,960.00
75	SIDE SEWER PIPE 6 IN. DIA.	32.00 LF	\$	100.00	\$	3,200.00

76	SIDE SEWER PERMIT	10.00 EA	\$	64.00	\$	640.00
77	SEWER CLEANOUT	3.00 EA	\$	964.00	\$	2,892.00
78	ESC LEAD	1.00 LS	\$	200.00	\$	200.00
79	INLET PROTECTION	10.00 EA	\$	105.00	\$	1,050.00
80	STREET CLEANING	30.00 HR	\$	180.00	\$	5,400.00
81	TOPSOIL TYPE A, 4 INCH THICK	180.00 SY	\$	14.00	\$	2,520.00
82	ROCK MULCH	6.00 CY	\$	130.00	\$	780.00
83	SOD INSTALLATION	180.00 SY	\$	14.00	\$	2,520.00
84	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	8,600.00	\$	8,600.00
85	CEMENT CONCRETE CURB	472.00 LF	\$	42.00	\$	19,824.00
86	CEMENT CONCRETE DRIVEWAY	112.00 SY	\$	87.00	\$	9,744.00
87	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	3,400.00	\$	3,400.00
88	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	735.00	\$	735.00
89	CEMENT CONCRETE SIDEWALK	172.00 SY	\$	66.00	\$	11,352.00
90	RAMP DETECTABLE WARNING	24.00 SF	\$	39.00	\$	936.00

91	SAWCUTTING TRIP HAZARD	30.00 SF	\$	22.00	\$	660.00
92	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	4,000.00	\$	4,000.00
93	PAVEMENT MARKING - DURABLE HEAT AP- PLIED	140.00 SF	\$	12.45	\$	1,743.00
Schedule A-1 Subtotal					\$	<u>592,370.00</u>
Summary of Bid Items					Bid Total	\$ <u>592,370.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2024057**

Project Description South Perry Sewer from 19th Avenue to 18th Avenue

Original Date

3/3/2025 2:11:00 PM

Project Number: 2024057			Engineer's Estimate		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		WM WINKLER COMPANY (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 NOT be included in unit prices										
1	ADA FEATURES SURVEYING	1 LS	1,000.00	1,000.00	4,300.00	\$4,300.00	575.00	\$575.00	350.00	\$350.00
2	APPRENTICE UTILIZATION	1 LS	7,500.00	7,500.00	3,000.00	\$3,000.00	1,600.00	\$1,600.00	6,750.00	\$6,750.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPPC PLAN	1 LS	2,000.00	2,000.00	930.00	\$930.00	2,500.00	\$2,500.00	1,200.00	\$1,200.00
5	POTHOLING	8 EA	1,000.00	8,000.00	470.00	\$3,760.00	820.00	\$6,560.00	1,100.00	\$8,800.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	4,700.00	\$4,700.00	5,000.00	\$5,000.00	4,400.00	\$4,400.00
7	MOBILIZATION	1 LS	51,392.37	51,392.37	44,300.00	\$44,300.00	60,000.00	\$60,000.00	46,000.00	\$46,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	18,400.00	\$18,400.00	15,500.00	\$15,500.00	21,602.00	\$21,602.00
9	WORK ZONE SAFETY CONTINGENCY	2000 FA	1.00	2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
10	TYPE III BARRICADE	10 EA	150.00	1,500.00	74.00	\$740.00	75.00	\$750.00	71.00	\$710.00
11	CLEARING AND GRUBBING	1 LS	2,000.00	2,000.00	3,800.00	\$3,800.00	9,669.00	\$9,669.00	6,350.00	\$6,350.00
12	TREE ROOT TREATMENT	2 EA	500.00	1,000.00	850.00	\$1,700.00	745.00	\$1,490.00	697.00	\$1,394.00
13	TREE PROTECTION ZONE	5 EA	400.00	2,000.00	400.00	\$2,000.00	240.00	\$1,200.00	222.00	\$1,110.00
14	TREE PRUNING	7 EA	500.00	3,500.00	400.00	\$2,800.00	215.00	\$1,505.00	202.00	\$1,414.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,000.00	2,000.00	3,200.00	\$3,200.00	7,500.00	\$7,500.00	7,000.00	\$7,000.00
16	REMOVE EXISTING CURB	472 LF	15.00	7,080.00	11.00	\$5,192.00	10.00	\$4,720.00	9.00	\$4,248.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	242 SY	25.00	6,050.00	18.00	\$4,356.00	22.00	\$5,324.00	21.00	\$5,082.00
18	SAWCUTTING CURB	30 EA	75.00	2,250.00	28.00	\$840.00	30.00	\$900.00	27.00	\$810.00
19	SAWCUTTING RIGID PAVEMENT	1234 LFI	3.00	3,702.00	1.00	\$1,234.00	1.00	\$1,234.00	0.75	\$925.50
20	SAWCUTTING FLEXIBLE PAVEMENT	695 LFI	2.00	1,390.00	1.00	\$695.00	1.00	\$695.00	0.50	\$347.50
21	ROADWAY EXCAVATION INCL. HAUL	291 CY	60.00	17,460.00	90.00	\$26,190.00	50.00	\$14,550.00	78.00	\$22,698.00
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	55.00	8,250.00	35.00	\$5,250.00	55.00	\$8,250.00	269.00	\$40,350.00
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	55.00	8,250.00	40.00	\$6,000.00	50.00	\$7,500.00	288.00	\$43,200.00
24	CONSTRUCTION VIBRATION MONITORING	1 LS	7,000.00	7,000.00	5,600.00	\$5,600.00	6,000.00	\$6,000.00	3,000.00	\$3,000.00
25	PREPARATION OF UNTREATED ROADWAY	1500 SY	4.00	6,000.00	6.72	\$10,080.00	3.50	\$5,250.00	16.50	\$24,750.00
26	CONTROLLED DENSITY FILL	20 CY	300.00	6,000.00	315.00	\$6,300.00	235.00	\$4,700.00	275.00	\$5,500.00
27	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	60 SY	15.00	900.00	2.00	\$120.00	7.00	\$420.00	18.00	\$1,080.00
28	CRUSHED SURFACING TOP COURSE	167 CY	110.00	18,370.00	118.00	\$19,706.00	100.00	\$16,700.00	110.00	\$18,370.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number: 2024057			Engineer's Estimate		LIBERTY CONCRETE (Submitted)		ZETIN (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	ADA FEATURES SURVEYING	1 LS	1,000.00	1,000.00	765.00	\$765.00	2,404.71	\$2,404.71
2	APPRENTICE UTILIZATION	1 LS	7,500.00	7,500.00	28,742.00	\$28,742.00	6,743.21	\$6,743.21
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	2,000.00	2,000.00	2,612.00	\$2,612.00	674.32	\$674.32
5	POTHOLING	8 EA	1,000.00	8,000.00	692.00	\$5,536.00	771.95	\$6,175.60
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	7,500.00	7,500.00	1,741.00	\$1,741.00	12,461.46	\$12,461.46
7	MOBILIZATION	1 LS	51,392.37	51,392.37	63,278.00	\$63,278.00	78,084.21	\$78,084.21
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	20,851.00	\$20,851.00	21,642.35	\$21,642.35
9	WORK ZONE SAFETY CONTINGENCY	2000 FA	1.00	2,000.00	1.00	\$2,000.00	1.00	\$2,000.00
10	TYPE III BARRICADE	10 EA	150.00	1,500.00	140.00	\$1,400.00	202.30	\$2,023.00
11	CLEARING AND GRUBBING	1 LS	2,000.00	2,000.00	4,958.00	\$4,958.00	7,440.76	\$7,440.76
12	TREE ROOT TREATMENT	2 EA	500.00	1,000.00	953.00	\$1,906.00	2,164.23	\$4,328.46
13	TREE PROTECTION ZONE	5 EA	400.00	2,000.00	318.00	\$1,590.00	461.34	\$2,306.70
14	TREE PRUNING	7 EA	500.00	3,500.00	953.00	\$6,671.00	661.29	\$4,629.03
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	2,000.00	2,000.00	28,126.00	\$28,126.00	8,764.63	\$8,764.63
16	REMOVE EXISTING CURB	472 LF	15.00	7,080.00	8.50	\$4,012.00	15.67	\$7,396.24
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	242 SY	25.00	6,050.00	54.00	\$13,068.00	26.65	\$6,449.30
18	SAWCUTTING CURB	30 EA	75.00	2,250.00	64.00	\$1,920.00	60.12	\$1,803.60
19	SAWCUTTING RIGID PAVEMENT	1234 LFI	3.00	3,702.00	4.00	\$4,936.00	1.38	\$1,702.92
20	SAWCUTTING FLEXIBLE PAVEMENT	695 LFI	2.00	1,390.00	2.50	\$1,737.50	0.72	\$500.40
21	ROADWAY EXCAVATION INCL. HAUL	291 CY	60.00	17,460.00	39.00	\$11,349.00	97.38	\$28,337.58
22	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	55.00	8,250.00	40.00	\$6,000.00	41.99	\$6,298.50
23	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	55.00	8,250.00	68.00	\$10,200.00	41.94	\$6,291.00
24	CONSTRUCTION VIBRATION MONITORING	1 LS	7,000.00	7,000.00	25,096.00	\$25,096.00	30,058.81	\$30,058.81
25	PREPARATION OF UNTREATED ROADWAY	1500 SY	4.00	6,000.00	2.50	\$3,750.00	8.09	\$12,135.00
26	CONTROLLED DENSITY FILL	20 CY	300.00	6,000.00	226.00	\$4,520.00	257.97	\$5,159.40
27	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	60 SY	15.00	900.00	3.00	\$180.00	11.42	\$685.20
28	CRUSHED SURFACING TOP COURSE	167 CY	110.00	18,370.00	79.00	\$13,193.00	139.36	\$23,273.12

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		WM WINKLER COMPANY (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	CSTC FOR SIDEWALK AND DRIVEWAYS	22 CY	225.00	4,950.00	214.00	\$4,708.00	170.00	\$3,740.00	450.00	\$9,900.00
30	BALLAST	10 CY	200.00	2,000.00	64.00	\$640.00	180.00	\$1,800.00	381.00	\$3,810.00
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1500 SY	25.00	37,500.00	25.00	\$37,500.00	20.00	\$30,000.00	21.00	\$31,500.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	56 SY	45.00	2,520.00	108.00	\$6,048.00	85.00	\$4,760.00	91.00	\$5,096.00
33	SOIL RESIDUAL HERBICIDE	1500 SY	1.00	1,500.00	0.60	\$900.00	0.60	\$900.00	0.55	\$825.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	56 SY	50.00	2,800.00	50.00	\$2,800.00	45.00	\$2,520.00	81.00	\$4,536.00
35	COMMERCIAL CONCRETE	5 CY	1,000.00	5,000.00	400.00	\$2,000.00	350.00	\$1,750.00	600.00	\$3,000.00
36	TEMPORARY PIPE PLUG	1 EA	500.00	500.00	300.00	\$300.00	1,150.00	\$1,150.00	975.00	\$975.00
37	MANHOLE- 48 IN.	2 EA	7,000.00	14,000.00	4,500.00	\$9,000.00	5,000.00	\$10,000.00	6,250.00	\$12,500.00
38	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	2 VF	500.00	1,000.00	82.00	\$164.00	325.00	\$650.00	401.00	\$802.00
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1 EA	1,400.00	1,400.00	1,100.00	\$1,100.00	1,225.00	\$1,225.00	880.00	\$880.00
40	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	1,800.00	1,800.00	1,400.00	\$1,400.00	1,450.00	\$1,450.00	1,100.00	\$1,100.00
41	MH OR DW FRAME AND COVER (STANDARD)	2 EA	1,000.00	2,000.00	1,600.00	\$3,200.00	1,185.00	\$2,370.00	1,100.00	\$2,200.00
42	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	1,700.00	\$1,700.00	1,255.00	\$1,255.00	1,100.00	\$1,100.00
43	VALVE BOX AND COVER	1 EA	700.00	700.00	1,000.00	\$1,000.00	445.00	\$445.00	500.00	\$500.00
44	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1 EA	400.00	400.00	850.00	\$850.00	400.00	\$400.00	525.00	\$525.00
45	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	1 EA	700.00	700.00	850.00	\$850.00	400.00	\$400.00	525.00	\$525.00
46	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	1,100.00	2,200.00	980.00	\$1,960.00	860.00	\$1,720.00	525.00	\$1,050.00
47	MANHOLE TEST	1 EA	800.00	800.00	800.00	\$800.00	1,850.00	\$1,850.00	1,650.00	\$1,650.00
48	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	450.00	4,500.00	1,200.00	\$12,000.00	255.00	\$2,550.00	473.00	\$4,730.00
49	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	130 CY	200.00	26,000.00	240.00	\$31,200.00	210.00	\$27,300.00	200.00	\$26,000.00
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	80 CY	40.00	3,200.00	110.00	\$8,800.00	55.00	\$4,400.00	150.00	\$12,000.00
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	80 CY	60.00	4,800.00	59.00	\$4,720.00	50.00	\$4,000.00	158.00	\$12,640.00
52	IMPORTED BACKFILL	60 CY	60.00	3,600.00	45.00	\$2,700.00	50.00	\$3,000.00	140.00	\$8,400.00
53	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	4,500.00	\$4,500.00	14,500.00	\$14,500.00	1,600.00	\$1,600.00
54	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	800.00	2,400.00	1,700.00	\$5,100.00	500.00	\$1,500.00	810.00	\$2,430.00
55	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	25 LF	80.00	2,000.00	135.00	\$3,375.00	110.00	\$2,750.00	132.00	\$3,300.00
56	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	2,000.00	4,000.00	600.00	\$1,200.00	500.00	\$1,000.00	793.00	\$1,586.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		ZETIN (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>
29	CSTC FOR SIDEWALK AND DRIVEWAYS	22 CY	225.00	4,950.00	106.00	\$2,332.00	89.93	\$1,978.46
30	BALLAST	10 CY	200.00	2,000.00	104.00	\$1,040.00	125.82	\$1,258.20
31	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	1500 SY	25.00	37,500.00	25.00	\$37,500.00	23.45	\$35,175.00
32	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 4 INCH THICK	56 SY	45.00	2,520.00	107.00	\$5,992.00	101.00	\$5,656.00
33	SOIL RESIDUAL HERBICIDE	1500 SY	1.00	1,500.00	0.65	\$975.00	0.60	\$900.00
34	PAVEMENT REPAIR EXCAVATION INCL. HAUL	56 SY	50.00	2,800.00	44.00	\$2,464.00	185.08	\$10,364.48
35	COMMERCIAL CONCRETE	5 CY	1,000.00	5,000.00	381.00	\$1,905.00	420.82	\$2,104.10
36	TEMPORARY PIPE PLUG	1 EA	500.00	500.00	606.00	\$606.00	557.58	\$557.58
37	MANHOLE- 48 IN.	2 EA	7,000.00	14,000.00	4,129.00	\$8,258.00	5,851.55	\$11,703.10
38	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	2 VF	500.00	1,000.00	445.00	\$890.00	41.81	\$83.62
39	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	1 EA	1,400.00	1,400.00	1,703.00	\$1,703.00	1,590.52	\$1,590.52
40	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	1,800.00	1,800.00	1,931.00	\$1,931.00	1,566.23	\$1,566.23
41	MH OR DW FRAME AND COVER (STANDARD)	2 EA	1,000.00	2,000.00	1,658.00	\$3,316.00	886.87	\$1,773.74
42	MH OR DW FRAME AND COVER (LOCKABLE)	1 EA	1,200.00	1,200.00	1,735.00	\$1,735.00	1,167.92	\$1,167.92
43	VALVE BOX AND COVER	1 EA	700.00	700.00	1,150.00	\$1,150.00	2,023.59	\$2,023.59
44	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	1 EA	400.00	400.00	1,086.00	\$1,086.00	1,244.36	\$1,244.36
45	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	1 EA	700.00	700.00	1,086.00	\$1,086.00	1,244.36	\$1,244.36
46	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	1,100.00	2,200.00	1,086.00	\$2,172.00	1,244.35	\$2,488.70
47	MANHOLE TEST	1 EA	800.00	800.00	891.00	\$891.00	4,399.27	\$4,399.27
48	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	450.00	4,500.00	413.00	\$4,130.00	1,014.54	\$10,145.40
49	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	130 CY	200.00	26,000.00	172.00	\$22,360.00	173.57	\$22,564.10
50	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	80 CY	40.00	3,200.00	41.00	\$3,280.00	40.91	\$3,272.80
51	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	80 CY	60.00	4,800.00	67.00	\$5,360.00	50.53	\$4,042.40
52	IMPORTED BACKFILL	60 CY	60.00	3,600.00	65.00	\$3,900.00	55.89	\$3,353.40
53	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	1,525.00	\$1,525.00	10,392.10	\$10,392.10
54	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	800.00	2,400.00	699.00	\$2,097.00	1,180.48	\$3,541.44
55	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	25 LF	80.00	2,000.00	115.00	\$2,875.00	139.17	\$3,479.25
56	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2 EA	2,000.00	4,000.00	1,309.00	\$2,618.00	611.61	\$1,223.22

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		WM WINKLER COMPANY (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>
57	CONNECT 4 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	1,000.00	2,000.00	380.00	\$760.00	400.00	\$800.00	806.00	\$1,612.00
58	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	550.00	\$550.00	450.00	\$450.00	845.00	\$845.00
59	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	910.00	\$910.00	475.00	\$475.00	859.00	\$859.00
60	CUT-OFF WALL	4 EA	3,500.00	14,000.00	3,200.00	\$12,800.00	1,550.00	\$6,200.00	5,000.00	\$20,000.00
61	PLUGGING EXISTING PIPE	1 EA	800.00	800.00	305.00	\$305.00	425.00	\$425.00	542.00	\$542.00
62	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	2,600.00	\$2,600.00	8,000.00	\$8,000.00	1,900.00	\$1,900.00
63	ENCASE WATER/SEWER AT CROSSINGS	1 EA	1,000.00	1,000.00	3,800.00	\$3,800.00	4,000.00	\$4,000.00	5,500.00	\$5,500.00
64	CLEANING EXISTING SANITARY SEWERS	4 EA	1,500.00	6,000.00	1,300.00	\$5,200.00	380.00	\$1,520.00	567.00	\$2,268.00
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	8 LF	130.00	1,040.00	300.00	\$2,400.00	215.00	\$1,720.00	361.00	\$2,888.00
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	400 LF	175.00	70,000.00	100.00	\$40,000.00	145.00	\$58,000.00	141.00	\$56,400.00
67	INSTALL JOINT RESTRAINT ON EXISTING 6 IN. DIA. WM	10 EA	1,500.00	15,000.00	1,200.00	\$12,000.00	920.00	\$9,200.00	850.00	\$8,500.00
68	GATE VALVE 6 IN.	2 EA	2,500.00	5,000.00	3,400.00	\$6,800.00	1,700.00	\$3,400.00	2,007.00	\$4,014.00
69	GATE VALVE 8 IN.	1 EA	4,000.00	4,000.00	4,200.00	\$4,200.00	2,500.00	\$2,500.00	2,900.00	\$2,900.00
70	HYDRANT ASSEMBLY	1 EA	10,000.00	10,000.00	11,100.00	\$11,100.00	8,650.00	\$8,650.00	14,000.00	\$14,000.00
71	TRENCH EXC. FOR WATER SERVICE TAP	250 LF	50.00	12,500.00	40.00	\$10,000.00	32.00	\$8,000.00	42.50	\$10,625.00
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	320 LF	100.00	32,000.00	79.00	\$25,280.00	175.00	\$56,000.00	105.00	\$33,600.00
73	SANITARY SEWER BYPASSING	1 LS	2,000.00	2,000.00	10,800.00	\$10,800.00	5,500.00	\$5,500.00	2,400.00	\$2,400.00
74	SIDE SEWER PIPE 4 IN. DIA.	240 LF	50.00	12,000.00	104.00	\$24,960.00	78.00	\$18,720.00	100.00	\$24,000.00
75	SIDE SEWER PIPE 6 IN. DIA.	32 LF	80.00	2,560.00	100.00	\$3,200.00	83.00	\$2,656.00	100.00	\$3,200.00
76	SIDE SEWER PERMIT	10 EA	40.00	400.00	64.00	\$640.00	45.00	\$450.00	96.00	\$960.00
77	SEWER CLEANOUT	3 EA	600.00	1,800.00	964.00	\$2,892.00	325.00	\$975.00	500.00	\$1,500.00
78	ESC LEAD	1 LS	2,500.00	2,500.00	200.00	\$200.00	6,000.00	\$6,000.00	1,300.00	\$1,300.00
79	INLET PROTECTION	10 EA	150.00	1,500.00	105.00	\$1,050.00	100.00	\$1,000.00	100.00	\$1,000.00
80	STREET CLEANING	30 HR	200.00	6,000.00	180.00	\$5,400.00	320.00	\$9,600.00	459.00	\$13,770.00
81	TOPSOIL TYPE A, 4 INCH THICK	180 SY	35.00	6,300.00	14.00	\$2,520.00	19.00	\$3,420.00	17.70	\$3,186.00
82	ROCK MULCH	6 CY	175.00	1,050.00	130.00	\$780.00	550.00	\$3,300.00	514.00	\$3,084.00
83	SOD INSTALLATION	180 SY	40.00	7,200.00	14.00	\$2,520.00	20.00	\$3,600.00	18.00	\$3,240.00
84	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,000.00	1,000.00	8,600.00	\$8,600.00	4,850.00	\$4,850.00	4,537.00	\$4,537.00
85	CEMENT CONCRETE CURB	472 LF	50.00	23,600.00	42.00	\$19,824.00	43.00	\$20,296.00	26.50	\$12,508.00
86	CEMENT CONCRETE DRIVEWAY	112 SY	100.00	11,200.00	87.00	\$9,744.00	93.00	\$10,416.00	95.75	\$10,724.00
87	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	3,400.00	\$3,400.00	3,300.00	\$3,300.00	3,240.00	\$3,240.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		ZETIN (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>
57	CONNECT 4 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	1,000.00	2,000.00	847.00	\$1,694.00	752.54	\$1,505.08
58	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	910.00	\$910.00	1,464.63	\$1,464.63
59	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	910.00	\$910.00	1,491.60	\$1,491.60
60	CUT-OFF WALL	4 EA	3,500.00	14,000.00	1,567.00	\$6,268.00	1,467.95	\$5,871.80
61	PLUGGING EXISTING PIPE	1 EA	800.00	800.00	478.00	\$478.00	1,343.25	\$1,343.25
62	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	3,114.00	\$3,114.00	3,731.96	\$3,731.96
63	ENCASE WATER/SEWER AT CROSSINGS	1 EA	1,000.00	1,000.00	3,688.00	\$3,688.00	3,538.30	\$3,538.30
64	CLEANING EXISTING SANITARY SEWERS	4 EA	1,500.00	6,000.00	635.00	\$2,540.00	1,474.68	\$5,898.72
65	DI PIPE FOR WATER MAIN 6 IN. DIA.	8 LF	130.00	1,040.00	276.00	\$2,208.00	240.33	\$1,922.64
66	DI PIPE FOR WATER MAIN 8 IN. DIA.	400 LF	175.00	70,000.00	93.00	\$37,200.00	203.08	\$81,232.00
67	INSTALL JOINT RESTRAINT ON EXISTING 6 IN. DIA. WM	10 EA	1,500.00	15,000.00	978.00	\$9,780.00	2,551.78	\$25,517.80
68	GATE VALVE 6 IN.	2 EA	2,500.00	5,000.00	2,795.00	\$5,590.00	2,694.66	\$5,389.32
69	GATE VALVE 8 IN.	1 EA	4,000.00	4,000.00	3,685.00	\$3,685.00	3,056.15	\$3,056.15
70	HYDRANT ASSEMBLY	1 EA	10,000.00	10,000.00	10,415.00	\$10,415.00	9,541.11	\$9,541.11
71	TRENCH EXC. FOR WATER SERVICE TAP	250 LF	50.00	12,500.00	28.00	\$7,000.00	89.85	\$22,462.50
72	SANITARY SEWER PVC PIPE 8 IN. DIA.	320 LF	100.00	32,000.00	269.00	\$86,080.00	268.07	\$85,782.40
73	SANITARY SEWER BYPASSING	1 LS	2,000.00	2,000.00	9,133.00	\$9,133.00	18,403.58	\$18,403.58
74	SIDE SEWER PIPE 4 IN. DIA.	240 LF	50.00	12,000.00	81.00	\$19,440.00	75.69	\$18,165.60
75	SIDE SEWER PIPE 6 IN. DIA.	32 LF	80.00	2,560.00	87.00	\$2,784.00	77.80	\$2,489.60
76	SIDE SEWER PERMIT	10 EA	40.00	400.00	273.00	\$2,730.00	270.59	\$2,705.90
77	SEWER CLEANOUT	3 EA	600.00	1,800.00	1,167.00	\$3,501.00	728.27	\$2,184.81
78	ESC LEAD	1 LS	2,500.00	2,500.00	2,698.00	\$2,698.00	4,315.66	\$4,315.66
79	INLET PROTECTION	10 EA	150.00	1,500.00	248.00	\$2,480.00	136.66	\$1,366.60
80	STREET CLEANING	30 HR	200.00	6,000.00	299.00	\$8,970.00	180.35	\$5,410.50
81	TOPSOIL TYPE A, 4 INCH THICK	180 SY	35.00	6,300.00	19.00	\$3,420.00	13.23	\$2,381.40
82	ROCK MULCH	6 CY	175.00	1,050.00	211.00	\$1,266.00	122.64	\$735.84
83	SOD INSTALLATION	180 SY	40.00	7,200.00	24.00	\$4,320.00	13.35	\$2,403.00
84	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,000.00	1,000.00	8,021.00	\$8,021.00	8,079.81	\$8,079.81
85	CEMENT CONCRETE CURB	472 LF	50.00	23,600.00	63.00	\$29,736.00	51.76	\$24,430.72
86	CEMENT CONCRETE DRIVEWAY	112 SY	100.00	11,200.00	169.00	\$18,928.00	114.52	\$12,826.24
87	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	3,812.00	\$3,812.00	3,607.06	\$3,607.06

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		WM WINKLER COMPANY (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>
88	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,200.00	1,200.00	735.00	\$735.00	715.00	\$715.00	7,021.00	\$7,021.00
89	CEMENT CONCRETE SIDEWALK	172 SY	85.00	14,620.00	66.00	\$11,352.00	81.00	\$13,932.00	75.25	\$12,943.00
90	RAMP DETECTABLE WARNING	24 SF	40.00	960.00	39.00	\$936.00	40.00	\$960.00	25.00	\$600.00
91	SAWCUTTING TRIP HAZARD	30 SF	50.00	1,500.00	22.00	\$660.00	90.00	\$2,700.00	16.00	\$480.00
92	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	4,000.00	4,000.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	3,807.00	\$3,807.00
93	PAVEMENT MARKING - DURABLE HEAT APPLIED	140 SF	15.00	2,100.00	12.45	\$1,743.00	12.00	\$1,680.00	12.00	\$1,680.00
Bid Total				\$622,395.37	\$592,370.00		\$608,888.00		\$716,235.00	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2024057</i>			<i>Engineer's Estimate</i>		LIBERTY CONCRETE (Submitted)		ZETIN (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>
88	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	1,200.00	1,200.00	826.00	\$826.00	841.65	\$841.65
89	CEMENT CONCRETE SIDEWALK	172 SY	85.00	14,620.00	101.00	\$17,372.00	109.96	\$18,913.12
90	RAMP DETECTABLE WARNING	24 SF	40.00	960.00	47.00	\$1,128.00	42.08	\$1,009.92
91	SAWCUTTING TRIP HAZARD	30 SF	50.00	1,500.00	28.00	\$840.00	48.09	\$1,442.70
92	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	4,000.00	4,000.00	4,479.00	\$4,479.00	4,328.47	\$4,328.47
93	PAVEMENT MARKING - DURABLE HEAT APPLIED	140 SF	15.00	2,100.00	14.00	\$1,960.00	13.23	\$1,852.20
Bid Total				\$622,395.37	\$724,719.50		\$836,707.49	

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	622,395.37	0.00	0.00	0.00	622,395.37
DW EXCAVATING INC (Submitted)	592,370.00	0.00	0.00	0.00	592,370.00
INLAND INFRASTRUCTURE LLC (Submitted)	608,888.00	0.00	0.00	0.00	608,888.00
WM WINKLER COMPANY (Submitted)	716,235.00	0.00	0.00	0.00	716,235.00
LIBERTY CONCRETE (Submitted)	724,719.50	0.00	0.00	0.00	724,719.50
ZETIN (Submitted)	836,707.49	0.00	0.00	0.00	836,707.49

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	592,370.00	622,395.37	4.82 % 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>	<hr/> 592,370.00	<hr/> 622,395.37	<hr/> 4.82 % Under Estimate



< Business Lookup

License Information:

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

Entity name: DW EXCAVATING, INC

Business name: DW EXCAVATING, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-543-995

Business ID: 001

Location ID: 0002

Location: Active

Location address: 215 PARK ST
DAVENPORT WA 99122-5063

Mailing address: PO BOX 1089
DAVENPORT WA 99122-1089

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Oct-31-2025	Jan-06-2017
Moses Lake General Business - Non-Resident	BL2024-0168			Active	Oct-31-2025	Mar-04-2024
Pasco General Business - Non-Resident	41356			Active	Oct-31-2025	Aug-25-2023
Spokane General Business - Non-Resident				Active	Oct-31-2025	Mar-15-2017



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business - Non-Resident				Active	Oct-31-2025	Jul-17-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WILSON, DERREK CLAYTON	

Registered Trade Names

Registered trade names	Status	First issued
DW CONCRETE	Active	Dec-01-2016
DW EXCAVATING INC	Active	Sep-17-2015
DW EXCAVATING, INC.	Active	Jan-10-2019
DW INDUSTRIES	Active	Jan-22-2025

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2025 2:42:40 PM

Contact us

How are we doing?

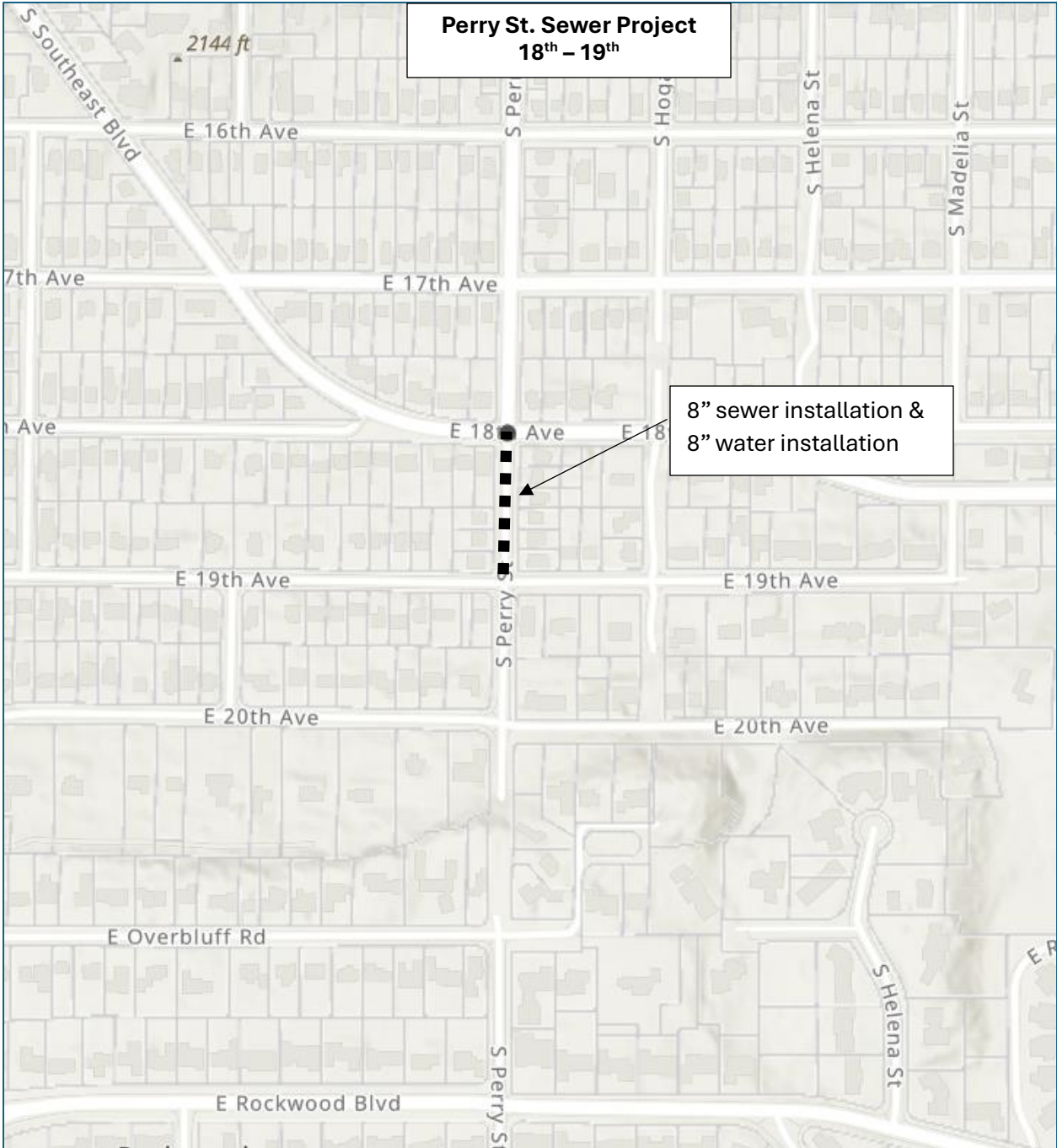
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**Perry St. Sewer Project
18th - 19th**



8" sewer installation &
8" water installation



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 03/10/2025

Date Rec'd 3/3/2025

Clerk's File # CPR 2025-0002

Cross Ref #

Project #

Submitting Dept ACCOUNTING & GRANTS **Bid #**

Contact Name/Phone REBECCA 625-6093 **Requisition #**

Contact E-Mail RGRAYBEAL@SPOKANECITY.ORG

Agenda Item Type Claim Item

Council Sponsor(s)

Sponsoring at Administrators Request NO

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

Agenda Item Name 5600-CLAIMS THRU 2-28-2025

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 02/28/2025. Total \$6,092,133.39 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total \$5,916,406.41.

Summary (Background)

Pages 1-25 Check numbers: 609173 - 609328 Credit Card numbers: 001245 - 001263 ACH payment numbers: 138235 - 138462 On file for review in City Clerks Office: 25 Page listing of Claims

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?	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 5,916,406.41	# Various
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	
Dept Head	BAIRD, CHRISTI
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	

REPORT: PG3620
SYSTEM: FMSAP
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APPROVAL FUND SUMMARY

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FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	218,728.71
1100	STREET FUND	104,894.12
1200	CODE ENFORCEMENT FUND	66,436.09
1300	LIBRARY FUND	224.76
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	97.00
1400	PARKS AND RECREATION FUND	4,429.54
1440	FIRE GRANTS MISCELLANEOUS	12,870.00
1460	PARKING METER REVENUE FUND	23,558.22
1541	CONTINUUM OF CARE	60.63
1560	FORFEITURES & CONTRIBUTION FND	178,122.63
1590	HOTEL/MOTEL TAX FUND	10,000.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	25,000.00
1640	COMMUNICATIONS BLDG M&O FUND	248.43
1775	LEGAL SVCS AND RELOCATION FUND	3,600.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	964,428.82
1970	FIRE/EMS FUND	62,925.10
1980	DEFINED CONTRIBUTION ADMIN FND	12,000.00
3200	ARTERIAL STREET FUND	71,939.26
4100	WATER DIVISION	173,890.32
4250	INTEGRATED CAPITAL MANAGEMENT	225,597.65
4300	SEWER FUND	415,256.41
4480	SOLID WASTE FUND	598,825.76
4600	GOLF FUND	515.37
4700	DEVELOPMENT SVCS CENTER	73,330.57
5100	FLEET SERVICES FUND	227,404.88
5200	PUBLIC WORKS AND UTILITIES	21,870.68
5300	IT FUND	175,690.17
5310	IT CAPITAL REPLACEMENT FUND	2,275.98
5500	PURCHASING & STORES FUND	85.64
5600	ACCOUNTING SERVICES	16,354.31
5700	MY SPOKANE	3,832.88
5800	RISK MANAGEMENT FUND	69,483.47
5830	EMPLOYEES BENEFITS FUND	1,127,499.12
5900	FACILITIES MANAGEMENT FUND OPS	42,314.82
5901	ASSET MANAGEMENT FUND CAPITAL	289,039.95
5903	PROPERTY ACQUISITION FIRE	14,333.15
5904	FACILITIES CAPITAL	9,600.00
6070	FIREFIGHTERS' PENSION FUND	93,834.40
6080	POLICE PENSION FUND	199,445.07
6255	LAW ENFORCEMENT RECORDS MGMT	26,360.00
6960	SALARY CLEARING FUND NEW	708.25
	TOTAL:	5,567,112.16

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,723.63		40.50
00609173	AT&T MOBILITY	19,507.28		
00609174	CH2M HILL ENGINEERS INC	25,530.32		
00609175	COMCAST	197.58		
00609176	BRANDON L CRUME	120.00		
00609177	INLAND EMPIRE FIRE PROTECTIO	546.00		
00609178	ROCKWOOD RETIREMENT COMM.	114.00		
00609179	VALLEY EMPIRE COLLECTION	45.00		
00609180	COMCAST (TIGARD REGIONAL	590.00		
00609181	GOLD SEAL MECHANICAL	143.00		
00609182	MAINSTREAM ELECTRIC LLC	45.00		
00609183	MARCIE THOM-DOMACI	15.00		
00609184	MARCIE THOM-DOMACI PROPERTY	45.00		
00609185	RIGHT NOW HEATING AND COOLIN	85.08		
00609186	RIGHT NOW HEATING AND COOLIN	31.78		
00609187	RIGHT NOW HEATING AND COOLIN	31.78		
00609188	RIGHT NOW HEATING AND COOLIN	31.78		
00609189	RIVER CITY ELECTRICAL	147.00		
00609190	SCHINDLER ELEVATOR	230.00		
00609191	TACTICAL ELECTRIC	190.00		
00609192	TALON INDUSTRIES	24.75		
00609193	T-MOBILE USA INC	165.00		
00609194	WA STATE ASSN OF MUNICIPAL	270.00		
00609195	WA STATE EMPLOYMENT SECURITY	55.50		
00609196	WA STATE PATROL	7,573.00		
00609197	WESTLAND RESOURCES INC	2,179.00		
00609198	CMR OPS, LLC			643.00
00609199	A ACTIONTECH INC	686.70		
00609200	ADVANCED FIRE SYSTEMS INC	420.00		
00609201	POLLYANNE F BIRGE	31.71		
00609202	CENTURYLINK	9,927.65		
00609203	COMCAST	4,378.91		
00609204	CRANETECH INC	1,882.50		
00609205	WATERCO OF THE PACIFIC NORTH	53.80		
00609206	DGT ENTERPRISES LLC	10,680.00		
00609207	FBI NATIONAL ACADEMY	120.00		
00609208	THE FIG TREE/SPOKANE	295.00		
00609209	INLAND EMPIRE FIRE PROTECTIO	1,498.76		
00609210	MARGARET FANGER	221.94		
00609211	LELAND C MCEUEN	212.39		
00609212	GALE HOLBROOK	594.14		
00609213	ROBERT G BOGART	500.00		
00609214	RESCOMM ELECTRIC LLC	121.00		
00609215	LEVI WILLIAM AND JESSICA	97.00		
00609216	VALLEY EMPIRE COLLECTION	25.34		
00609217	FRANK ORDEN	10.00		
00609218	VALLEY EMPIRE COLLECTION	57.14		
00609219	ACTION DRAIN & ROOTER WA LLC	150.00		
00609220	BRS FIELD OPS LLC	406.50		
00609221	HARDIE BANNERMAN	30.00		
00609222	ORION ELECTRICAL SOLUTIONS L	34.85		
00609223	RYAN NUGENT	59.13		
00609224	BRIANNA JUSTINE DYSON	13.92		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00609225	ALICIA B GUNDERSHEIMER	20.78		
00609226	SARAH SMITH	21.20		
00609227	NORTHWEST HYDROELECTRIC	915.00		
00609228	PET EMERGENCY CLINIC	94.43		
00609229	SPOKANE COUNTY PROSECUTING	1,089.92		
00609230	KEVIN HALL OR DAVE SINGLEY	4,940.00		
00609231	WA STATE DEPT OF LICENSING	234.00		
00609232	WA STATE DEPT OF LICENSING	16,320.00		
00609233	WA STATE DEPT OF LICENSING	1,854.00		
00609234	WA STATE EMPLOYMENT SECURITY	13.50		
00609235	WALTER E NELSON CO	240.50		
00609236	DAVID WESSLING	51.00		
00609237	ADAMS TRACTOR CO INC			3,113.01
00609238	WHENTOWORK LLC			1,438.80
00609239	NANCY AND KEVIN SKILLINGSTAD	3,600.00		
00609240	UNITED RENTALS NW INC	7,443.76		
00609241	US BANK	25,916.81		
00609242	WASTE MANAGEMENT OF WA DBA	131,716.49		
00609243	WM RECYCLE AMERICA LLC	139,977.62		
00609244	CENTURYLINK COMMUNICATIONS I			516.07
00609245	DS SERVICES OF AMERICA INC			145.42
00609246	MATTHEW WAKELEY			240.00
00609296	CENTURYLINK	391.96		
00609297	FRED'S APPLIANCE INC	1,722.16		
00609298	BANEY CORPORATION	38.00		
00609299	OMNICARE LLC	8.04		
00609300	JAMES F POWELL	5.70		
00609301	ROMAINE ELECTRIC CORPORATION	1,206.65		
00609302	RICHARD SCHUERMAN	101.91		
00609303	SIX ROBBLEES INC	135.75		
00609304	SNOW PEAK 1 LIBERTY LAKE REA	8,325.00		
00609305	TERRY CARE GROUP LLC	9,780.00		
00609306	WELLTOWER PEGASUS TENNANT LL	8,931.00		
00609307	WEST COAST ADJUSTORS	708.25		
00609308	EQUINOX RESEARCH & CONSULTIN			9,346.43
00609309	AT&T MOBILITY	8.67		
00609310	NORFOLK IRON & METAL CO	692.19		
00609311	WATERCO OF THE PACIFIC NORTH	32.05		
00609312	FIRST IMPRESSIONS CREATIVE	126.44		
00609313	NICHOLAS HEYWOOD	136.00		
00609314	A-1 GENERAL CONTRACTORS INC	82.00		
00609315	AIDA R JONES	45.00		
00609316	MACDONALD MILLER FAC SOLNS L	199.88		
00609317	RICHARD LEETH	163.00		
00609318	CENTURYLINK		410.57	
00609319	RENEE RAIDT		75.00	
00609320	SPOKANE CITY TREASURER		128.84	
00609321	CASCADE TRACTOR SUPPLY			331.35
00609322	CENTURYLINK			262.38
00609323	COMCAST			205.06
00609324	TAWNYA M ELLIOTT			841.95
00609325	GENERAL STORE INC			51.55
00609326	FIRST AMERICAN TITLE INS CO	900.00		

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CITY OF SPOKANE
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00609327	FIRST AMERICAN TITLE INS CO	900.00		

00609328	PIONEER TITLE COMPANY OF	477.81		
70001245	NORTHWEST INDUSTRIAL SERVICE	266.28		315.00
70001246	GORDON TRUCK CENTERS INC DBA	34,329.53		
70001247	NORCO INC	159.67		
70001248	SIGNS FOR SUCCESS INC	994.54		
70001249	NORTHWEST INDUSTRIAL SERVICE	117.00		
70001250	CONSOLIDATED SUPPLY CO	11,479.20		
70001251	HORIZON DISTRIBUTORS			109.28
70001252	ALASKA RUBBER GROUP INC	46.44		
70001253	NORTHWEST INDUSTRIAL SERVICE			95.00
70001254	EVERGREEN STATE TOWING LLC	7,120.45		
70001255	GALLS LLC	120.45		
70001256	GORDON TRUCK CENTERS INC DBA	6,252.01		
70001257	HUGHES FIRE EQUIPMENT INC	7,821.27		
70001258	WESTERN STATES EQUIPMENT CO	10,504.41		
70001259	ANATEK LABS INC	2,267.00		
70001260	CINTAS CORPORATION	2,963.61	38.15	91.03
70001261	GALLS LLC	23,312.72		
70001262	HORIZON DISTRIBUTORS			664.31
70001263	SPOKANE TRANSIT AUTHORITY	4,853.31		
80138235	ALSCO DIVISION OF ALSCO INC			25.11
80138236	AVISTA UTILITIES	22,508.78		
80138237	AXON ENTERPRISE INC	996,857.52		
80138238	BEACON SERVICE INC	917.68		
80138239	MARQUES HARRER	11,084.11		
80138240	CARASOFT TECHNOLOGY CORP	157,781.46		
80138241	CLARK'S CONTAINERS LLC	100.01		
80138242	COLEMAN OIL COMPANY LLC	3,209.09		
80138243	COMMONSTREET CONSULTING LLC	14,428.59		
80138244	COPIERS NORTHWEST INC	1,142.28		
80138245	CUMMINS INC	631.06		
80138246	L N CURTIS & SONS	1,177.20		
80138247	DEVRIES INFORMATION MANAGEME	230.75		
80138248	DOWL LLC	16,196.67		
80138249	GORLEY LOGISTICS LLC			58.22
80138250	FISHER CONSTRUCTION GROUP IN	370.60		
80138251	GRAINGER INC	701.28		
80138252	GUNARAMA WHOLESALE INC	75.85		
80138253	INSOURCE INC	12,870.00		
80138254	LANGUAGE LINE SERVICES	187.75		
80138255	LEXIS-NEXIS RISK & ANALYTICS	163.50		
80138256	LOOMIS ARMORED US INC	866.00		
80138257	LAURI WEINMANN	3,764.26		
80138258	NOVUS AUTO GLASS	1,068.03		
80138259	PERFORMANCE SYSTEMS			328.64
80138260	ERIN RYNDA	305.00		
80138261	SHARP SHOOTING INDOOR RANGE	4,719.61		
80138262	MCCLOUGHLIN & EARDLEY GROUP	141.26		
80138263	SPOKANE COUNTY TREASURER	13,245.11		
80138264	SPOKANE NORDIC SKI EDUCATION			840.00
80138265	SPOKANE POLICE CHAPLAINCY	277.79		
80138266	W B SPRAGUE COMPANY INC			70.85

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80138267	STRINGO INC	5,460.16		
80138268	TOBY'S BODY & FENDER INC	28,162.69		
80138269	TRACE ANALYTICS LLC	45.28		
80138270	TRANSPORT EQUIPMENT INC	289,039.95		
80138271	VERIZON WIRELESS	633.87		

80138272	VERIZON WIRELESS LERT B	375.00		
80138273	VESTIS GROUP INC	576.08		
80138274	WA STATE DEPT/TRANSPORTATION	8,375.88		
80138275	YWCA	1,194.93		
80138276	JEFFREY A BEDARD	180.00		
80138277	ROBERT J CHURCHILL	60.00		
80138278	EDWARD JAMES NEAL	60.00		
80138279	ROBERT L TYRRELL	120.00		
80138280	SPOKANE ENVELOPE LLC	5,253.80		
80138281	AUNT FLOW CORP			450.00
80138282	AVISTA CORPORATION	26,213.17		
80138283	AVISTA UTILITIES	17,845.68		
80138284	BAKER & TAYLOR BOOKS		2,436.84	
80138285	CENGAGE LEARNING INC		337.11	
80138286	CLARK'S CONTAINERS LLC	116.36		
80138287	COMPUNET INC	13,859.81		
80138288	CONTRACT DESIGN ASSOCIATES I	11,513.03		
80138289	COPIERS NORTHWEST INC	4,199.24		
80138290	CORE & MAIN LP	4,966.08		
80138291	COWLES PUBLISHING COMPANY	452.40		
80138292	CUES INC	2,111.62		
80138293	DELL MARKETING LP	2,199.29		
80138294	DEVRIES INFORMATION MANAGEME	18.46		
80138295	DRY BOX INC	272.52		
80138296	EUROFINS ENVIRONMENT TESTING	804.00		
80138297	EVOQUA WATER TECHNOLOGIES LL	9,090.60		
80138298	FASTENAL CO	438.27		
80138299	FERGUSON ENTERPRISES INC	103,049.24		
80138300	GORLEY LOGISTICS LLC	33.27		
80138301	FISHER SCIENTIFIC	2,297.79		
80138302	GRAINGER INC	199.78		
80138303	H D FOWLER COMPANY	2,492.56		
80138304	HALLGREN COMPANY INC	3,024.75		
80138305	HASA INC	13,850.30		
80138306	INGERSOLL RAND INDUSTRIAL	8,331.12		
80138307	INGRAM LIBRARY SERVICES LLC		2,775.77	
80138308	INLAND ENVIRONMENTAL RESOURC	7,616.14		
80138309	IMPERIAL BAG & PAPER CO LLC			608.88
80138310	JENNY TUPPER	3,000.00		
80138311	PUMPTECH HOLDINGS LLC	2,178.00		
80138312	KEMIRA WATER SOLUTIONS INC	70,265.15		
80138313	LAWTON PRINTING INC	1,771.25		
80138314	LONG BUSINESS FORMS LLC	376.06		
80138315	LSB CONSULTING ENGINEERS PLL	641.25		
80138316	MCKINSTRY CO LLC	4,269.00		
80138317	MIDWEST TAPE		1,422.93	
80138318	MYTHICS LLC			147.36
80138319	NALCO CO	959.72		

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CITY OF SPOKANE

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80138320	OVERDRIVE INC		12,122.05	
80138321	PARAMETRIX INC	39,846.25		
80138322	PERF PUBLICATIONS/DIV POLICE	250.00		
80138323	POM INC	1,428.33		
80138324	PRO MECHANICAL SERVICES INC	276.65		
80138325	QUANTIX INC/ENTERTAINMENT			1,162.31
80138326	SHI CORP	47,720.14		
80138327	SMITH WESTERN CO			2,222.50
80138328	SPOKANE COUNTY TREASURER	39,099.53		

80138329	THOMSON WEST	916.26	
80138330	TIFFIN METAL PRODUCTS LLC	9,449.60	
80138331	UNIVAR SOLUTIONS USA INC	4,666.80	
80138332	US BANK OR CITY TREASURER	1,377.01	
80138333	VERIZON WIRELESS	128.46	
80138334	VESTIS GROUP INC	524.14	
80138335	WESTERN EQUIPMENT DISTRIBUTO		9,225.00
80138336	WILLIAMS TOWING & RECOVERY L	243.62	
80138337	WILLIS TOWERS WATSON	17,081.00	
80138338	DION MASON	1,746.00	
80138339	AM HARDWARE CO		834.94
80138340	AVISTA UTILITIES	25.00	
80138341	BARR-TECH LLC	59,418.93	
80138342	CARASOFT TECHNOLOGY CORP	28,285.73	
80138343	CB PACIFIC INC	2,577.11	
80138344	COLEMAN OIL COMPANY LLC	3,186.22	
80138345	THE DAVENPORT GROUP USA LTD	51,975.00	
80138346	DESIMONE CONSULTING LLC	13,334.00	
80138347	DOUGLAS CO INC		148.50
80138348	EMPHASYS COMPUTER SOLUTIONS	24,757.07	
80138349	FEDERAL EXPRESS CORP/DBA FED	948.57	
80138350	FINLEY BUTTES LIMITED	236,507.75	
80138351	FRANCIS AVENUE HARDWARE		38.76
80138352	GOLF COURSE SUPERINTENDENT		315.00
80138353	GROUNDWATER SOLUTIONS INC	16,293.27	
80138354	HDR ENGINEERING INC	20,519.03	
80138355	KAISER FOUNDATION HEALTH PLA	109,155.43	
80138356	LANGUAGE SERVICES ASSOC INC	112.23	
80138357	MCCOY POWER CONSULTANTS INC	7,800.00	
80138358	MORAN FENCE INC		35.97
80138359	OTIS ELEVATOR COMPANY	1,813.02	
80138360	PREMERA BLUE CROSS OR	793,649.53	
80138361	PROFORMA		1,595.94
80138362	SAFETY KLEEN CORPORATION		240.07
80138363	HESTON HARDWARE		19.76
80138364	SPOKANE FIRE FIGHTERS BENEFI	27,565.04	
80138365	SPOKANE POWER TOOL & HDWE		129.68
80138366	SPRING ENVIRONMENTAL INC	1,200.00	
80138367	US BANK OR CITY TREASURER	51,025.46	
80138368	VERIZON WIRELESS	85.64	3,931.38
80138369	VESTIS GROUP INC	132.37	
80138370	WHEELER INDUSTRIES INC		506.39
80138371	ALSCO DIVISION OF ALSCO INC		74.82
80138372	AVISTA UTILITIES	872.00	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80138373	BEACON HILL SPOKANE INC	182,500.00		
80138374	BENEVATE INC	39,480.00		
80138375	THE BLUE DOOR THEATRE	10,000.00		
80138376	CATHOLIC CHARITIES	25,824.09		
80138377	CIVTECH INC	2,595.00		
80138378	CLUB PROPHET SYSTEMS			2,515.72
80138379	COMPUNET INC	1,856.25		
80138380	CONTRACT DESIGN ASSOCIATES I	545.67		
80138381	COPIERS NORTHWEST INC	113.77		731.27
80138382	L N CURTIS & SONS	163.50		
80138383	DESAUTEL HEGE COMMUNICATIONS			10,662.87
80138384	GWP HOLDINGS LLC	35,849.10		
80138385	DOPPELMAYER USA INC			90,354.74

80138386	ELECTRONIC DATA COLLECTION	15,377.62	
80138387	EUROFINS ENVIRONMENT TESTING	99.00	
80138388	FASTENAL CO	425.19	
80138389	GOODALE & BARBIERI COMPANY	6,126.82	
80138390	HYAS GROUP LLC	16,500.00	
80138391	INTEGRUS ARCHITECTURE	9,985.00	
80138392	LEE & HAYES PC	146.00	
80138393	MALLORY SAFETY & SUPPLY LLC	3,249.04	
80138394	NORTHEAST YOUTH CENTER	6,317.03	
80138395	NOVUS AUTO GLASS	256.16	
80138396	OPPORTUNITYSPACE INC	65,000.00	
80138397	PERFORMANCE SYSTEMS	348.82	
80138398	PRIMARY PHARMACEUTICALS INC	619.23	
80138399	PRO MECHANICAL SERVICES INC	6,374.86	
80138400	PROCLAIM LIBERTY INC	620.00	
80138401	REVIVE COUNSELING SPOKANE PL	2,653.66	
80138402	RIVER PARK SQUARE LLC	2,800.00	
80138403	SIMTECH SOLUTIONS INC	3,740.00	
80138404	SPOKANE NEIGHBORHOOD ACTION	22,824.14	
80138405	SPOKANE TREATMENT AND	9,841.69	
80138406	SPOKANE EMERGENCY PHYSICIANS	8,265.98	
80138407	W B SPRAGUE COMPANY INC		269.79
80138408	STANTEC CONSULTING SERVICES	5,176.44	
80138409	TOBY'S BODY & FENDER INC	30,917.49	
80138410	US BANK TRUST NA	150,000.00	
80138411	VOLUNTEERS OF AMERICA OF	170,778.55	
80138412	WESTCOTT CONSULTING GROUP LL	10,400.00	
80138413	WIPLIANCE SPOKANE LLC	4,457.97	
80138414	WOMENS & CHILDRENS FREE	7,184.11	
80138415	YWCA	60,387.35	
80138416	ALLIANT INSURANCE SERVICES I	9,050.00	
80138417	ALS LABORATORY GROUP	344.00	
80138418	AVISTA UTILITIES	44,901.34	
80138419	BATTERY SYSTEMS INC		73.99
80138420	SECURITY SOLUTIONS NORTHWEST		2,190.90
80138421	CDW GOVERNMENT INC	452.33	
80138422	CINTAS CORPORATION NO 2	739.34	
80138423	COLEMAN OIL COMPANY LLC	72,912.75	
80138424	COMPUNET INC	75,540.60	
80138425	CONNELL OIL INC	467.82	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 09

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 03/04/25
TIME: 08:49
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80138426	STEVE CONNER			21.80
80138427	CONTRACT DESIGN ASSOCIATES I	1,996.47		
80138428	COPIERS NORTHWEST INC	941.71		
80138429	CREEK AT QUALCHAN GOLF COURS			2,018.28
80138430	DEER OAKS EAP SERVICES LLC	4,972.00		
80138431	DELL MARKETING LP	1,176.72		
80138432	DELTA DENTAL OF WASHINGTON	61,690.26		
80138433	EBSCO INFORMATION SERVICES		2,704.00	
80138434	ELECTRIC CITY INC			201.65
80138435	EMERALD SERVICES INC	47.60		
80138436	FASTENAL CO	1,708.81		
80138437	FERGUSON ENTERPRISES INC	41,794.31		
80138438	FISHER SCIENTIFIC	4,835.60		
80138439	GMCO CORP	48,489.85		
80138440	HOME DEPOT USA INC		1,321.19	
80138441	INLAND POWER & LIGHT CO	42.54		
80138442	IMPERIAL BAG & PAPER CO LLC	608.88		

80138443 KAISER FOUNDATION HEALTH PLA	191,620.60		
80138444 LIFEWISE ASSURANCE CO	39,516.08		
80138445 MYTHICS LLC	1,195.22		
80138446 PAPE MACHINERY INC	8,554.49		
80138447 POMP'S TIRE SERVICE INC	1,687.66		
80138448 REHN & ASSOCIATES	1,908.00		
80138449 SHERWIN WILLIAMS CO	69.45		
80138450 SHI CORP	16,638.66		
80138451 SPOKANE COUNTY TREASURER	763.58		
80138452 SPOKANE POWER TOOL & HDWE		62.10	
80138453 T & T GOLF MANAGEMENT INC			73.03
80138454 US BANK TRAVEL CARD	24,727.18		
80138455 VERIZON WIRELESS	493.88		
80138456 VWR INTERNATIONAL	207.45		
80138457 WA STATE DEPT OF ECOLOGY	221,960.50		
80138458 WHEATLEY LEADERSHIP GROUP LL		1,000.00	
80138459 LACEY BACON	225.00		
80138460 SUSAN DUFFEY		200.00	
80138461 DEVIKA GATES		100.00	
80138462 NEIL, MASON		18.17	
	-----	-----	-----
	5,916,406.41	27,343.62	148,383.36
			=====
	CITYWIDE TOTAL:		6,092,133.39

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 09

DATE: 03/04/25
TIME:
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

FIRST IMPRESSIONS CREATIVE PRINTING INC	PRINTING/BINDING/REPRO CHECK NO. - 00609312	126.44
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		126.44

0370 - ENGINEERING SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80138431	642.40
LAWTON PRINTING INC	PUBLICATIONS ACH PMT NO. - 80138313	991.90
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80138334	19.49
WESTCOTT CONSULTING GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80138412	10,400.00
TOTAL FOR 0370 - ENGINEERING SERVICES		12,053.79

0410 - FINANCE

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80138427	1,996.47
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80138326	17.68
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	2,999.14
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00609241	808.71-
TOTAL FOR 0410 - FINANCE		4,204.58

0500 - LEGAL

ALICIA B GUNDERSHEIMER 913 EAGLES CT	WITNESS FEES CHECK NO. - 00609225	20.78
BRIANNA JUSTINE DYSON 2924 W GARLAND AVE	WITNESS FEES CHECK NO. - 00609224	13.92
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80138294	18.46

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SARAH SMITH 11124 N WHITEHOUSE ST	WITNESS FEES CHECK NO. - 00609226	21.20
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80138329	916.26
WA STATE ASSN OF MUNICIPAL	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

ATTORNEYS CHECK NO. - 00609194 270.00

TOTAL FOR 0500 - LEGAL 1,260.62

0520 - MAYOR

COWLES PUBLISHING COMPANY OTH DUES/SUBSCRIPTNS/MEMBERSHP
dba SPOKESMAN-REVIEW ACH PMT NO. - 80138291 452.40

RIVER PARK SQUARE LLC PARKING/TOLLS (LOCAL)
ACH PMT NO. - 80138402 400.00

TOTAL FOR 0520 - MAYOR 852.40

0550 - NEIGHBORHOOD SERVICES

POLLYANNE F BIRGE LOCAL MILEAGE
CHECK NO. - 00609201 31.71

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES 31.71

0560 - MUNICIPAL COURT

FRANK ORDEN CASH OVER/SHORT
124 S MADELIA ST CHECK NO. - 00609217 10.00

SPOKANE COUNTY TREASURER SPOKANE COUNTY
ACH PMT NO. - 80138451 763.58

US BANK BANK FEES
TREASURY MANAGEMENT SERVICES CHECK NO. - 00609241 192.93

VALLEY EMPIRE COLLECTION CASH OVER/SHORT
8817 E MISSION SUITE 101 CHECK NO. - 00609218 127.48

TOTAL FOR 0560 - MUNICIPAL COURT 1,093.99

0680 - POLICE

AT&T MOBILITY CELL PHONE
CHECK NO. - 00609173 6,422.06

AVISTA UTILITIES UTIL GARBAGE/WASTE REMOVAL
ACH PMT NO. - 80138236 2,608.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80138236 7,356.34

AVISTA UTILITIES UTILITY NATURAL GAS
ACH PMT NO. - 80138236 12,543.69

AXON ENTERPRISE INC SOFTWARE MAINTENANCE
ACH PMT NO. - 80138237 10,428.70

BEACON SERVICE INC LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80138238 917.68

CENTURYLINK	TELEPHONE CHECK NO. - 00609202	201.87
COMCAST	IT/DATA SERVICES CHECK NO. - 00609203	2,850.96
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138244	3.79
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80138289	4,199.24
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80138247	175.37
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	50.00
DION MASON	TUITION REIMBURSEMENT ACH PMT NO. - 80138338	1,746.00
FBI NATIONAL ACADEMY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00609207	120.00
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001261	21,651.68
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80138300	33.27
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80138302	199.78
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80138252	75.85
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80138254	187.75
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80138257	3,764.26
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80138255	163.50
LONG BUSINESS FORMS LLC	PRINTING/BINDING/REPRO ACH PMT NO. - 80138314	376.06

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80138256	866.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001249	117.00
PERF PUBLICATIONS/DIV POLICE EXECUTIVE RESEARCH FORUM	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80138322	250.00
PET EMERGENCY CLINIC	VETERINARY SERVICES CHECK NO. - 00609228	94.43
SHARP SHOOTING INDOOR RANGE	MINOR EQUIPMENT ACH PMT NO. - 80138261	4,719.61

SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80138328	51,965.64
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80138265	277.79
T-MOBILE USA INC	MISC SERVICES/CHARGES CHECK NO. - 00609193	165.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	195.02
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00609241	15.60-
VERIZON WIRELESS LERT B	MISC SERVICES/CHARGES ACH PMT NO. - 80138272	375.00
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80138334	708.04
WA STATE EMPLOYMENT SECURITY DEPARTMENT	MISC SERVICES/CHARGES CHECK NO. - 00609234	69.00
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80138336	243.62
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80138275	1,194.93
TOTAL FOR 0680 - POLICE		137,302.08

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138418	41,959.08
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80138418	2,899.76
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	900.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80138436	1,708.81
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138439	48,489.85
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138441	42.54
LAWTON PRINTING INC	PUBLICATIONS ACH PMT NO. - 80138313	141.70
NICHOLAS HEYWOOD	PERMITS/OTHER FEES CHECK NO. - 00609313	136.00
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80138274	2,905.58
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80138274	5,470.30
WALTER E NELSON CO	OPERATING SUPPLIES	
	CHECK NO. - 00609235	240.50
TOTAL FOR 1100 - STREET FUND		----- 104,894.12

1200 - CODE ENFORCEMENT FUND

AIDA R JONES 314 E 17TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609315	45.00
CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80138286	216.37
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80138247	36.92
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	220.00
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80138298	438.27
HARDIE BANNERMAN 1719 W 11TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609221	30.00
MARCIE THOM-DOMACI PROPERTY MANAGEMENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00609183	15.00
MARCIE THOM-DOMACI PROPERTY MANAGEMENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00609184	45.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CREDIT CARD PMT NO. - 70001245	266.28
OPPORTUNITYSPACE INC DBA TOLEMI	CONTRACTUAL SERVICES ACH PMT NO. - 80138396	65,000.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80138449	69.45
WATERCO OF THE PACIFIC NORTH WEST, INC	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00609205	53.80
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		----- 66,436.09

1300 - LIBRARY FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	235.25
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00609241	10.49-
TOTAL FOR 1300 - LIBRARY FUND		----- 224.76

1360 - MISCELLANEOUS GRANTS FUND

STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80138408	5,176.44
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80138408	5,176.44-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		----- 0.00

1380 - TRAFFIC CALMING MEASURES

LEVI WILLIAM AND JESSICA ANNE LIVELY	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00609215	97.00
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		----- 97.00

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00609203	403.83
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	BACKGROUND CHECKS CHECK NO. - 00609206	3,485.00
LEE & HAYES PC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80138392	146.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	394.71
TOTAL FOR 1400 - PARKS AND RECREATION FUND		----- 4,429.54

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1440 - FIRE GRANTS MISCELLANEOUS

INSOURCE INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80138253	12,870.00
TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS		----- 12,870.00

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80138244	75.29
DRY BOX INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80138295	272.52
ELECTRONIC DATA COLLECTION CORPORATION	BANK FEES ACH PMT NO. - 80138386	227.55
ELECTRONIC DATA COLLECTION CORPORATION	LEGAL SERVICES ACH PMT NO. - 80138386	1,396.25
ELECTRONIC DATA COLLECTION CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80138386	1,153.15
ELECTRONIC DATA COLLECTION	SUBSCRIPTION BASED IT ARNGMTS	

CORPORATION	ACH PMT NO. - 80138386	12,600.67
POM INC	OPERATING SUPPLIES ACH PMT NO. - 80138323	1,428.33
SPOKANE ENVELOPE LLC DBA ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80138280	5,253.80
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	559.61
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80138271	471.02
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80138271	120.03
TOTAL FOR 1460 - PARKING METER REVENUE FUND		23,558.22

1541 - CONTINUUM OF CARE

SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138326	60.63
TOTAL FOR 1541 - CONTINUUM OF CARE		60.63

1560 - FORFEITURES & CONTRIBUTION FND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CARASOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80138240	157,781.46
KEVIN HALL OR DAVE SINGLEY KEVIN HALL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00609230	4,940.00
STRINGO INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80138267	5,460.16
TIFFIN METAL PRODUCTS LLC DBA STEELE SOLUTIONS INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80138330	9,449.60
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	491.41
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		178,122.63

1590 - HOTEL/MOTEL TAX FUND

THE BLUE DOOR THEATRE	CONTRACTUAL SERVICES ACH PMT NO. - 80138375	10,000.00
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		10,000.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

AXON ENTERPRISE INC	SOFTWARE MAINTENANCE
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ACH PMT NO. - 80138237 25,000.00

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT 25,000.00

1640 - COMMUNICATIONS BLDG M&O FUND

CENTURYLINK TELEPHONE
CHECK NO. - 00609296 248.43

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND 248.43

1775 - LEGAL SVCS AND RELOCATION FUND

NANCY AND KEVIN SKILLINGSTAD LEGAL SERVICES
3820 E PRINCETON AVE CHECK NO. - 00609239 3,600.00

TOTAL FOR 1775 - LEGAL SVCS AND RELOCATION FUND 3,600.00

1910 - CRIMINAL JUSTICE ASSISTANCE FD

AXON ENTERPRISE INC SOFTWARE MAINTENANCE
ACH PMT NO. - 80138237 961,428.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JENNY TUPPER INTERPRETER COSTS
DBA INTERPRETER SERVICES LLC ACH PMT NO. - 80138310 3,000.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 964,428.82

1970 - FIRE/EMS FUND

ALASKA RUBBER GROUP INC VEHICLE REPAIR & MAINT SUPPLY
DBA ARG INDUSTRIAL CREDIT CARD PMT NO. - 70001252 46.44

AT&T MOBILITY CELL PHONE
CHECK NO. - 00609309 5,490.82

AT&T MOBILITY IT/DATA SERVICES
CHECK NO. - 00609173 7,603.07

BANEY CORPORATION PERMIT REFUNDS PAYABLE
475 NE BELLEVUE DR STE 210 CHECK NO. - 00609298 38.00

COLEMAN OIL COMPANY LLC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80138423 7,656.94

COMCAST IT/DATA SERVICES
CHECK NO. - 00609203 310.98

COPIERS NORTHWEST INC OPERATING RENTALS/LEASES
ACH PMT NO. - 80138428 941.71

DGT ENTERPRISES LLC MEDICAL SERVICES
DBA SPOKANE TESTING SOLUTIONS CHECK NO. - 00609206 550.00

EVERGREEN STATE TOWING LLC TOWING EXPENSE
DBA SPOKANE VALLEY TOWING CREDIT CARD PMT NO. - 70001254 443.63

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80138388	330.71
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138388	61.41-
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80138388	155.89
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80138349	59.03
FRED'S APPLIANCE INC	MINOR EQUIPMENT CHECK NO. - 00609297	1,722.16
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001261	1,781.49
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001256	1,962.58
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIRS/MAINT CREDIT CARD PMT NO. - 70001256	228.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138251	701.28
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001257	7,821.27
INLAND EMPIRE FIRE PROTECTION PO BOX 40151	PERMIT REFUNDS PAYABLE CHECK NO. - 00609177	546.00
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80138382	1,340.70
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80138262	141.26
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70001247	159.67
PRIMARY PHARMACEUTICALS INC	SAFETY SUPPLIES ACH PMT NO. - 80138398	619.23
ROCKWOOD RETIREMENT COMM. 2903 E 25TH AVE SUITE OFC	PERMIT REFUNDS PAYABLE CHECK NO. - 00609178	114.00
ROMAINE ELECTRIC CORPORATION	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00609301	1,206.65
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80138450	874.38
SIGNS FOR SUCCESS INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001248	994.54
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00609303	135.75
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80138406	8,265.98

TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138269	45.28
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00609241	189.68
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	4.08
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001258	1,928.20
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES CREDIT CARD PMT NO. - 70001258	8,576.21
TOTAL FOR 1970 - FIRE/EMS FUND		62,925.10

1980 - DEFINED CONTRIBUTION ADMIN FND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE	
MORGAN STANLEY GLOBAL BANKING	ACH PMT NO. - 80138390	12,000.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		12,000.00

3200 - ARTERIAL STREET FUND

COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80138243	14,428.59
DOWL LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138248	16,196.67
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138315	641.25
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138321	38,493.75
WESTLAND RESOURCES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00609197	2,179.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		71,939.26

4100 - WATER DIVISION

CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER CREDIT CARD PMT NO. - 70001250	11,479.20
CORE & MAIN LP	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138290	4,966.08
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	2,140.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80138349	889.54
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER	

	ACH PMT NO. - 80138299	9,101.50
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138437	135,742.05
GALE HOLBROOK 3117 E CHASER LN	REFUNDS CHECK NO. - 00609212	594.14
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80138303	2,492.56
HALLGREN COMPANY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80138304	3,024.75
IMPERIAL BAG & PAPER CO LLC DBA INSIGHT DISTRIBUTING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138442	608.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INTEGRUS ARCHITECTURE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138391	385.00
LAWTON PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80138313	425.10
LELAND C MCEUEN 4920 SPARKS AVE	REFUNDS CHECK NO. - 00609211	212.39
MARGARET FANGER 3231 W BOONE AVE	REFUNDS CHECK NO. - 00609210	221.94
NORFOLK IRON & METAL CO DBA CDA METALS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00609310	692.19
NORTHWEST HYDROELECTRIC ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00609227	915.00
TOTAL FOR 4100 - WATER DIVISION		----- 173,890.32

4250 - INTEGRATED CAPITAL MANAGEMENT

ANATEK LABS INC	CONSTRUCTION OF FIXED ASSETS CREDIT CARD PMT NO. - 70001259	2,267.00
BEACON HILL SPOKANE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138373	182,500.00
CIVTECH INC	CONTRACTUAL SERVICES ACH PMT NO. - 80138377	2,595.00
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138353	16,293.27
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138354	20,519.03
LAWTON PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80138313	70.85
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80138321	1,352.50
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		----- 225,597.65

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138340	2,532.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80138283	3,843.21
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80138344	3,186.22

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CUES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138292	2,111.62
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	1,050.00
LAWTON PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80138313	141.70
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		12,864.89

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80138417	344.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138372	365.26
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80138372	112.47
CB PACIFIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138343	2,577.11
CENTURYLINK	TELEPHONE CHECK NO. - 00609296	7,423.12
CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00609174	25,530.32
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	285.00
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80138387	903.00
EVOQUA WATER TECHNOLOGIES LLC	MINOR EQUIPMENT ACH PMT NO. - 80138297	9,090.60
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80138438	7,133.39
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80138305	13,850.30
INGERSOLL RAND INDUSTRIAL US INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80138306	8,331.12

INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80138308	7,616.14
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80138312	70,265.15
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80138319	959.72

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PUMPTECH HOLDINGS LLC DBA K & N AN IMPEL COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138311	2,178.00
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80138331	4,666.80
VWR INTERNATIONAL	OPERATING SUPPLIES ACH PMT NO. - 80138456	207.45
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80138457	221,960.50
WIPLIANCE SPOKANE LLC	OPERATING SUPPLIES ACH PMT NO. - 80138413	4,457.97
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		388,257.42

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138372	10,805.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80138283	1,083.98
CENTURYLINK	TELEPHONE CHECK NO. - 00609296	2,034.50
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	210.00
TOTAL FOR 4330 - STORMWATER		14,134.10

4480 - SOLID WASTE FUND

ROBERT G BOGART 5302 S VAN MARTER RD.	REFUNDS CHECK NO. - 00609213	500.00
TOTAL FOR 4480 - SOLID WASTE FUND		500.00

4490 - SOLID WASTE DISPOSAL

BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80138341	40,147.37
COMPUNET INC LB 410802	CAPITALIZED SOFTWARE ACH PMT NO. - 80138424	11,056.22
DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80138293	825.64
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80138431	286.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	100.00
FINLEY BUTTES LIMITED PARTNERSHIP DBA FINLEY BUTTES	CONTRACTUAL SERVICES ACH PMT NO. - 80138350	236,507.75
MCCOY POWER CONSULTANTS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80138357	7,800.00
PERFORMANCE SYSTEMS INTEGRATION LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138397	348.82
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80138366	1,200.00
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00609240	7,443.76
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	259.28
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	CONTRACTUAL SERVICES CHECK NO. - 00609242	131,716.49
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		437,691.49

4500 - SOLID WASTE COLLECTION

BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80138341	19,271.56
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	1,170.00
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00609243	213,348.63
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00609243	73,371.01-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		160,419.18

4530 - SOLID WASTE LANDFILLS

COMCAST	IT/DATA SERVICES CHECK NO. - 00609203	215.09
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		215.09

4600 - GOLF FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	515.37
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4600 - GOLF FUND		----- 515.37
4700 - DEVELOPMENT SVCS CENTER		

A-1 GENERAL CONTRACTORS INC 6410 N MONROE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609314	82.00
BRANDON L CRUME	ADVISORY TECHNICAL SERVICE CHECK NO. - 00609176	120.00
BRS FIELD OPS LLC 1403 N RESEARCH WAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00609220	406.50
COMPUNET INC LB 410802	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138424	1,067.96
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80138288	11,513.03
COPIERS NORTHWEST INC	OFFICE SUPPLIES ACH PMT NO. - 80138244	662.08
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80138244	401.12
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80138431	248.16
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80138247	18.46
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138278	60.00
ERIN RYNDA	REGISTRATION/SCHOOLING ACH PMT NO. - 80138260	305.00
GOLD SEAL MECHANICAL 5524 E BOONE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609181	143.00
JEFFREY A BEDARD	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138276	180.00
MACDONALD MILLER FAC SOLNS LLC PO BOX 47983	PERMIT REFUNDS PAYABLE CHECK NO. - 00609316	199.88
MAINSTREAM ELECTRIC LLC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609182	45.00
ORION ELECTRICAL SOLUTIONS LLC 825 E NORTH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00609222	34.85
RICHARD LEETH	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00609317	110.00
RICHARD LEETH	REGISTRATION/SCHOOLING CHECK NO. - 00609317	53.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RIGHT NOW HEATING AND COOLING 212 EVANS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00609188	180.42
RIVER CITY ELECTRICAL PO BOX 982	PERMIT REFUNDS PAYABLE CHECK NO. - 00609189	147.00
ROBERT J CHURCHILL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138277	60.00
ROBERT L TYRRELL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138279	120.00
RYAN NUGENT 1606 W GAIL JEAN LN	PERMIT REFUNDS PAYABLE CHECK NO. - 00609223	59.13
SCHINDLER ELEVATOR 409 N THIERMAN RD STE D	PERMIT REFUNDS PAYABLE CHECK NO. - 00609190	230.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80138326	978.49
SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138326	3,472.09
TACTICAL ELECTRIC 3642 CEDERBLOM	PERMIT REFUNDS PAYABLE CHECK NO. - 00609191	190.00
TALON INDUSTRIES 15512 NE 259TH ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00609192	24.75
THE DAVENPORT GROUP USA LTD DBA THE DAVENPORT GROUP	CAPITALIZED SOFTWARE ACH PMT NO. - 80138345	51,975.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	200.83
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80138271	42.82
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		73,330.57

5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80138418	42.50
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70001260	2,963.61
CINTAS CORPORATION NO 2	SAFETY SUPPLIES ACH PMT NO. - 80138422	739.34
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80138423	68,464.90
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80138425	467.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRANETECH INC	EQUIPMENT REPAIRS/MAINTENANCE
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	CHECK NO. - 00609204	1,882.50
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138245	631.06
DAVID WESSLING	PARKING/TOLLS (LOCAL) CHECK NO. - 00609236	51.00
DGT ENTERPRISES LLC DBA SPOKANE TESTING SOLUTIONS	MEDICAL SERVICES CHECK NO. - 00609206	520.00
EMERALD SERVICES INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80138435	47.60
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70001254	6,676.82
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE CREDIT CARD PMT NO. - 70001256	38,390.06
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138384	35,849.10
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138395	1,324.19
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138446	8,554.49
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80138447	1,687.66
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80138409	59,080.18
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00609311	32.05

TOTAL FOR 5100 - FLEET SERVICES FUND		227,404.88

5200 - PUBLIC WORKS AND UTILITIES

COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO. - 80138424	706.32
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	21,164.36

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		21,870.68

5300 - IT FUND

CARASOFT TECHNOLOGY CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80138342	11,931.42
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES CHECK NO. - 00609203	795.63
COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138287	250.00

COMPUNET INC LB 410802	HARDWARE MAINTENANCE ACH PMT NO. - 80138379	15,016.06
COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO. - 80138424	59,284.45
EMPHASYS COMPUTER SOLUTIONS DBA EMPHASYS SOFTWARE SYMPRO	SOFTWARE MAINTENANCE ACH PMT NO. - 80138348	24,757.07
MYTHICS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80138445	1,195.22
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO. - 80138324	276.65
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80138402	1,000.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80138450	15,764.28
SHI CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138326	43,191.25
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	2,228.14
TOTAL FOR 5300 - IT FUND		175,690.17

5310 - IT CAPITAL REPLACEMENT FUND

CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80138421	452.33
COMPUNET INC LB 410802	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80138287	450.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80138293	1,373.65
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		2,275.98

5500 - PURCHASING & STORES FUND

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80138368	85.64
TOTAL FOR 5500 - PURCHASING & STORES FUND		85.64

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5600 - ACCOUNTING SERVICES

CARAHSOFT TECHNOLOGY CORP	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138342	16,354.31
TOTAL FOR 5600 - ACCOUNTING SERVICES		16,354.31

5700 - MY SPOKANE

COMPUNET INC LB 410802	SUBSCRIPTION BASED IT ARNGMTS ACH PMT NO. - 80138424	3,425.65
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80138356	112.23
THE FIG TREE/SPOKANE ECUMENICAL MINISTRIES	ADVERTISING CHECK NO. - 00609208	295.00
TOTAL FOR 5700 - MY SPOKANE		3,832.88

5800 - RISK MANAGEMENT FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00609241	239.16
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00609241	239.16-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80138367	52,402.47
WILLIS TOWERS WATSON INSURANCE SERVICES WEST INC	INSURANCE PREMIUMS ACH PMT NO. - 80138337	17,081.00
TOTAL FOR 5800 - RISK MANAGEMENT FUND		69,483.47

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	CONTRACTUAL SERVICES ACH PMT NO. - 80138416	5,720.00
DEER OAKS EAP SERVICES LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80138430	4,972.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80138432	54,271.26
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80138355	77,663.27
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80138443	191,620.60

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80138355	31,492.16
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80138444	33,265.61
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80138360	699,021.18
REHN & ASSOCIATES SPOKANE CITY TREASURER	INSURANCE ADMINISTRATION ACH PMT NO. - 80138448	1,908.00
SPOKANE FIRE FIGHTERS BENEFIT	DEPOSIT-HEALTH CARE ACCOUNT	

TRUST ACH PMT NO. - 80138364 27,565.04

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 1,127,499.12

5900 - FACILITIES MANAGEMENT FUND OPS

A ACTIONTECH INC BUILDING REPAIRS/MAINTENANCE
CHECK NO. - 00609199 686.70

ADVANCED FIRE SYSTEMS INC BUILDING REPAIRS/MAINTENANCE
CHECK NO. - 00609200 420.00

AVISTA CORPORATION UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80138282 18,805.58

AVISTA CORPORATION UTILITY NATURAL GAS
ACH PMT NO. - 80138282 7,407.59

CENTURYLINK TELEPHONE
CHECK NO. - 00609202 411.69

FISHER CONSTRUCTION GROUP INC BUILDING REPAIRS/MAINTENANCE
ACH PMT NO. - 80138250 370.60

GOODALE & BARBIERI COMPANY OTHER CONTRACTUAL SERVICES
ACH PMT NO. - 80138389 6,126.82

INLAND EMPIRE FIRE PROTECTION BUILDING REPAIRS/MAINTENANCE
COMPANY CHECK NO. - 00609209 1,498.76

MCKINSTRY CO LLC BUILDING REPAIRS/MAINTENANCE
LOCKBOX ACH PMT NO. - 80138316 4,269.00

OTIS ELEVATOR COMPANY CONTRACTUAL SERVICES
ACH PMT NO. - 80138359 1,813.02

VESTIS GROUP INC LAUNDRY/JANITORIAL SERVICES
DBA VESTIS SERVICES INC ACH PMT NO. - 80138369 505.06

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS 42,314.82

5901 - ASSET MANAGEMENT FUND CAPITAL

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TRANSPORT EQUIPMENT INC VEHICLES
ACH PMT NO. - 80138270 289,039.95

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 289,039.95

5903 - PROPERTY ACQUISITION FIRE

MALLORY SAFETY & SUPPLY LLC MINOR EQUIPMENT
ACH PMT NO. - 80138393 3,249.04

MARQUES HARRER MINOR EQUIPMENT
DBA THE BUNKER TRI-CITIES LLC ACH PMT NO. - 80138239 11,084.11

TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE 14,333.15

5904 - FACILITIES CAPITAL

INTEGRUS ARCHITECTURE	PROFESSIONAL SERVICES ACH PMT NO. - 80138391	9,600.00
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TOTAL FOR 5904 - FACILITIES CAPITAL		9,600.00
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6080 - POLICE PENSION FUND

US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80138410	150,000.00
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TOTAL FOR 6080 - POLICE PENSION FUND		150,000.00
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6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80138416	1,665.00
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DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80138432	4,167.00
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HYAS GROUP LLC MORGAN STANLEY GLOBAL BANKING	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80138390	4,500.00
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LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80138444	3,581.73
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OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00609299	8.04
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PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80138360	62,554.72
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RICHARD SCHUERMAN	SERVICE REIMBURSEMENT CHECK NO. - 00609302	101.91
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00609304	8,325.00
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WELLTOWER PEGASUS TENNANT LLC dba SOUTH HILL VILLAGE	SERVICE REIMBURSEMENT CHECK NO. - 00609306	8,931.00
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TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		93,834.40
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6255 - LAW ENFORCEMENT RECORDS MGMT

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80138328	379.00
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WA STATE DEPT OF LICENSING	DEPOSIT-POLICE GUN PERMITS CHECK NO. - 00609233	18,408.00
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WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00609196	7,573.00
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TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		----- 26,360.00
6300 - POLICE PENSION		

ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80138416	1,665.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80138432	3,252.00
JAMES F POWELL	SERVICE REIMBURSEMENT CHECK NO. - 00609300	5.70
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80138444	2,668.74
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80138360	32,073.63
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00609305	9,780.00
TOTAL FOR 6300 - POLICE PENSION		----- 49,445.07
6960 - SALARY CLEARING FUND NEW		

WEST COAST ADJUSTORS	WEST COAST ADJUSTORS CHECK NO. - 00609307	708.25
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 708.25
TOTAL CLAIMS		----- 5,567,112.16

**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Council Meeting Date:** 03/10/2025

Date Rec'd	3/5/2025
Clerk's File #	CPR 2025-0003
Cross Ref #	
Project #	

Submitting Dept	ACCOUNTING & GRANTS	Bid #	
Contact Name/Phone	CHRISTI BAIRD 6034	Requisition #	
Contact E-Mail	CBAIRD@SPOKANECITY.ORG		
Agenda Item Type	Claim Item		

Council Sponsor(s)**Sponsoring at Administrators Request** NO**Lease?** NO **Grant Related?** NO **Public Works?** NO**Agenda Item Name** 5600-ACCOUNTING-PAYROLL**Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: March 1, 2025.
 Payroll check #575846 through check #575961 \$9,578,153.34

Summary (Background)

N/A

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?	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 9,578,153.34	# Various
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	
Dept Head	BAIRD, CHRISTI
Division Director	
Accounting Manager	
Legal	
For the Mayor	
Distribution List	

PAYROLL RECAP BY FUND
PAY PERIOD ENDING MARCH 1, 2025

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	13,663.20
0230	CIVIL SERVICE	47,852.80
0260	CITY CLERK	20,232.01
0320	COUNCIL	63,458.40
0330	PUBLIC AFFAIRS / COMMUNICATIONS	35,518.92
0370	ENGINEERING SERVICES	194,313.02
0410	FINANCE	45,767.48
0450	CD/HS DIVISION	10,540.80
0470	HISTORIC PRESERVATION	8,352.00
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	5,009.60
0500	LEGAL	145,892.88
0520	MAYOR	47,252.00
0550	NEIGHBORHOOD SERVICES	14,396.80
05601	MUNICIPAL COURT	142,865.80
0570	OFFICE OF HEARING EXAMINER	7,408.00
0620	HUMAN RESOURCES	41,516.33
0650	PLANNING SERVICES	65,460.81
0680	POLICE	2,399,133.72
0690	PROBATION SERVICES	52,056.80
0700	PUBLIC DEFENDERS	23,894.42
0750	ECONOMIC DEVELOPMENT	102,978.37
0860	TREASURER	9,937.60
	TOTAL GENERAL FUND	3,497,501.76

FUND	FUND NAME	TOTAL
1100	STREET	320,851.68
1200	CODE ENFORCEMENT	72,012.77
1300	LIBRARY	281,338.93
1380	TRAFFIC CALMING MEASURES	3,400.80
1390	URBAN FORESTRY	2,787.20
1400	PARKS AND RECREATION	360,706.96
1425	AMERICAN RESCUE PLAN	0.00
1460	PARKING METER	38,033.48
1620	PUBLIC SAFETY & JUDICIAL GRANT	16,158.53
1625	PUBLIC SAFETY PERSONNEL	0.00
1680	CD/HS	79,654.50
1910	CRIMINAL JUSTICE ASSISTANCES	0.00
1970	EMS FUND	1,902,460.48
4100	WATER	543,697.15
4250	INTEGRATED CAPITAL FUND	75,621.68
4300	SEWER	723,398.85
4480	REFUSE	686,737.38
4600	GOLF	41,607.20
4700	GENERAL SERVICES FUND	216,066.11
5100	FLEET SERVICE	130,457.01
5200	PUBLIC WORKS & UTILITY FUND	62,755.79
5300	MIS	189,193.32
5400	REPROGRAPHICS	2,689.60
5500	PURCHASING	32,394.40
5600	ACCOUNTING SERVICES	125,407.73
5700	MY SPOKANE	36,894.52
5750	PROJECT MANAGEMENT OFFICE	28,878.40
5800	RISK MANAGEMENT	14,976.48
5810	WORKER'S COMPENSATION	26,471.96
5830	SELF-FUNDED MEDICAL/DENTAL	10,651.79
5900	ASSET MANAGEMENT	44,668.48
6060	CITY RETIREMENT	10,678.40
	TOTAL	<u>9,578,153.34</u>

MINUTES OF SPOKANE CITY COUNCIL

Monday, February 24, 2025

AGENDA REVIEW SESSION

The Agenda Review Session of the Spokane City Council held on the above date was called to order at 3:31 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington. A recording of the meeting can be found at the following link: <https://vimeo.com/spokanecitycouncil>.

Roll Call

On roll call, Council President Wilkerson and Council Members Bingle, Cathcart, Dillon, and Klitzke were present. Council Members Navarrete and Zappone were absent.

City Administrator Alex Scott; Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

There were no **interviews of Nominees to Boards and Commissions**.

BRIEFING ON AGENDA ITEMS

Final Agenda for February 24, 2025

There were no requests for staff to brief agenda items.

Updated Draft Agenda for March 3, 2025

At the request of Council Member Cathcart, CHHS staff (Paradis Pourzanjani and Arielle Anderson, Director) briefed City Council on the contract amendments to add funding to inclement weather contracts with (a) The Salvation Army, (b), Catholic Charities of Eastern Washington, and (c) Revive Counseling; and they responded to Council inquiries.

Draft Agenda for March 10, 2025

At the request of Council Member Bingle, Wastewater Director Raylene Gennett, provided an overview of Resolution 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—and responded to Council inquiries.

CONSIDERATION OF AMENDMENT AND DEFERRAL REQUESTS

February 24, 2025, Final Agenda

First Reading Ordinance C36641 (Council Sponsors: Council President Wilkerson and Council Member Dillon)

Motion by Council Member Bingle, seconded by Council Member Cathcart, **to defer** the Final Reading of Ordinance C36641—relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code—from the March 3, 2025, Agenda, to the March 10, 2025, Agenda; **carried 5-0**.

March 3, 2025, Updated Draft Agenda

OPR 2025-0129 Contract for Water Department Meter Shop Main Office Renovation (Council Sponsor: Council President Wilkerson)

Motion by Council Member Dillon, seconded by Council Member Cathcart, **to approve** the Dillon Proposed Amendment to Consent Agenda Item No. 3, OPR 2025-0129—Contract with for Water Department Meter Shop Main Office Renovation Phase 1 project—filed February 19, 2025 (updates vendor to TW Clark Construction, LLC, and dollar amount to \$4,296,500, replaces briefing paper with an updated one, and adds the contract); **carried 5-0.**

Resolution 2025-0005 (Council Sponsors: Council Members Cathcart, Dillon, and Zappone)

Motion by Council Member Cathcart, seconded by Council Member Dillon, **to suspend** Council Rules for the purpose of taking up the Cathcart Proposed Amendment to Resolution 2025-0005—approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund—filed February 24, 2025; **carried 5-0.**

Motion by Council Member Cathcart, seconded by Council Member Dillon, **to approve** the Cathcart Proposed Amendment to the Zappone/Dillon/Cathcart Proposed Amendment to Resolution 2025-0005—approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund—filed February 24, 2025; **carried 5-0.**

Motion by Council Member Klitzke, seconded by Council Member Bingle, **to approve** the Zappone/Dillon/Cathcart Proposed Amendment to Resolution 2025-0005—approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund—filed February 19, 2025, as amended; **carried 5-0.**

Action to Approve March 3, 2025, Updated Draft Agenda

Following staff reports and Council inquiry and discussion regarding the March 3, 2025, Updated Draft Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Klitzke, seconded by Council Member Dillon, **to approve** the March 3, 2025, Updated Draft Agenda, as modified, as next week’s Final Agenda; **carried 5-0.**

March 10, 2025, Draft Agenda

There were no considerations of amendments or deferrals for the March 10, 2025, Draft Agenda.

Moment of Personal Privilege – Presentation of Five-Year Pin

Council President Wilkerson presented her Legislative Assistant Mark Carlos with his five-years of service pin and thanked him for his service to the City of Spokane.

Council Recess/Executive Session

The City Council recessed at 3:48 p.m. and immediately reconvened into an Executive Session to discuss potential and pending litigation until 4:18 p.m. At 4:18 p.m. the meeting was extended ten minutes until 4:28 p.m., at which time the 3:30 p.m. Agenda Review Session also ended. City Attorney Michael Piccolo and Assistant City Attorneys Elizabeth Schoedel and Timothy Fischer were present for the Executive Session. The City Council reconvened at 6:02 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Land Acknowledgement

Council President Wilkerson started the meeting off by reading the “Land Acknowledgement” (adopted by City Council on March 22, 2021, under Resolution 2021-0019) which appears on page 2 of the agenda.

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Wilkerson.

Roll Call

On roll call, Council President Wilkerson and Council Members Cathcart, Dillon, and Klitzke were present. Council Members Bingle and Zappone joined virtually at 6:07 p.m. Council Member Navarrete was absent.

Giacobbe Byrd, Director-City Council Office; City Council Policy Advisor Chris Wright; and City Clerk Terri Pfister were also present for the meeting.

REPORTS FROM COMMUNITY ORGANIZATIONS

Uzbekistan World Ambassador Delegation

Council President Wilkerson welcomed and acknowledged the attendance of the Uzbekistan World Ambassador Delegation at tonight’s City Council meeting. The delegation is in Spokane on a diplomatic trip in partnership with the Congressional Office for International Leadership to learn about the industrial innovations that we have in Spokane that keep our great city moving. Council President Wilkerson invited the delegation to come forward to the podium and provide commentary.

POETRY AT THE PODIUM

Stephanie Vogel read the poem “Valentine.”

MAYORAL PROCLAMATIONS

February 28, 2025 *Rare Disease Day*

Council President Wilkerson read the proclamation. No individuals were present to accept the proclamation.

The proclamation is attached to these minutes for reference.

There were no **Boards and Commissions Appointments**.

CONSENT AGENDA

After public testimony and an opportunity for Council commentary, with none provided, the following actions were taken:

Upon 6-0 Voice Vote, the City Council **approved** Staff Recommendations for the following items:

Preapproval to purchase 8 renewable natural gas-powered refuse trucks for Solid Waste Collections—total cost not to exceed \$4,200,000. (Deferred from February 10, 2025, Agenda, during the February 3, 2025, 3:30 p.m. Agenda Review Session) (OPR 2025-0065) (Council Sponsors: Council Members Klitzke and Bingle)

Two-year Master Value Blanket Orders Renewals for Miscellaneous Stock Steel from May 1, 2025, through April 30, 2027, with:

- a. CDA Metals (Spokane)—\$400,000 (\$200,000 annually) (incl. tax). (OPR 2022-0241 / ITB 5605-22)
- b. Haskins Steel (Spokane)—\$400,000 (\$200,000 annually) (incl. tax). (OPR 2022-0242 / ITB 5605-22)

(Council Sponsors: Council Members Dillon and Cathcart)

Preapproval to purchase up to four used vehicles for the Spokane Police Department to be used as undercover SIU units—not to exceed \$120,000 (incl. tax). (OPR 2025-0100) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Value Blanket Extension with Compunet (Grangeville, Idaho) through September 30, 2026, for Cisco network and other equipment replacement and continued operational support including license subscriptions to meet contractual obligations—additional \$3,400,000 (plus tax) to cover current and anticipated purchases. (OPR 2024-0277) (Council Sponsors: Council Members Dillon and Cathcart)

Purchase from CDW-G (Vernon Hills, IL) of security cameras and equipment for multiple Spokane Police Department precinct locations using Byrne Discretionary Grant funds (camera project line item)—\$65,000. (OPR 2025-0123) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Purchase from Insight Public Sector, Inc. (Chandler, AZ) of Flock ALPR cameras and installation at key intersections throughout the City of Spokane for the Spokane Police Department using 2025 WATPA Grant and departmental funds—\$119,028. (OPR 2025-0124) (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart)

Contract with YWCA Spokane for domestic violence legal advocacy services from January 1, 2025, through December 31, 2026—\$66,800 annually. (OPR 2025-0074) (Council Sponsors: Council Members Dillon and Cathcart)

3-year Master Security Contract with Starplex Corporation for security services at multiple City of Spokane locations from January 1, 2025, through December 31, 2027—\$750,000 annually (plus tax). (OPR 2025-0099 / RFP 6024-24) (Council Sponsors: Council Members Dillon and Cathcart)

Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department's Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2025, through April 30, 2026— \$104,712.22 (incl. tax). (OPR 2021-0257) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Personal Service Agreement with Ready Rebound, Inc. (Carol Stream, IL) for treatment for orthopedic injuries for the Spokane Police and Fire Departments from January 1, 2025, through December 31, 2025— \$181,775 (plus tax) (\$84,975 from the Fire Department and \$96,800 from the Police Department). (Relates to Resolution 2025-0012) (OPR 2025-0125) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Contract Renewal and Amendment with Questica LTD (Pasadena, CA) to provide city budget software subscription services from March 22, 2025, through March 21, 2026— \$193,193.84 (plus tax) (\$160,558.22 for the renewal and \$32,635.62 for professional services to implement a new module). (OPR 2021-0202) (Council Sponsors: Council Members Dillon and Cathcart)

Contract Renewal 2 of 4 with DLT Solutions, LLC. (Herndon, VA) for AutoDesk software products, services, and support from March 26, 2025 through March 25, 2026—\$82,223.41 (plus tax). (OPR 2023-0313) (Council Sponsors: Council Members Dillon and Cathcart)

Contract Renewal 2 of 4 with Journal Technologies (Logan, UT) for eSeries Annual Software Maintenance & Support from March 8, 2025, through March 7,

2026—\$174,289.91 (incl. tax). (OPR 2023-0470) (Council Sponsors: Council Members Dillon and Cathcart)

Low Bid of DW Excavating, Inc., (Davenport, WA) for Desmet Avenue and Superior Street Sewer Reroute project—\$1,007,908 (plus tax). An administrative reserve of \$100,790.80 (plus tax), which is 10% of the contract price, will be set aside. (Logan Neighborhood). (OPR 2025-0064 / ENG 2020079) (Council Sponsor: Council Member Klitzke)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through February 7, 2025, total \$11,973,886.20 (Check Nos.: 608683-608874; Credit Card Nos.: 001180-001194; ACH Payment Nos.: 137627-137809), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$11,648,398.41. (CPR 2025-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through February 14, 2025, total \$7,123,793.62 (Check Nos.: 608875-609003; Credit Card Nos.: 001195-001217; ACH Payment Nos.: 137810-137998), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,635,598.20. (CPR 2025-0002)
- c. Payroll claims of previously approved obligations through February 15, 2025: \$9,709,869.15 (Check Nos.: 575732-575844). (CPR 2025-0003)

Meeting Minutes:

- a. City Council Meeting Minutes: December 12, 2024. (CPR 2024-0013)
- b. City Council Meeting Minutes: February 3, 2025. (CPR 2025-0013)
- c. City Council Finance and Administration Standing Committee Meeting Minutes: January 27, 2025. (CPR 2025-0015)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinance C36640 (Council Sponsors: Council Members Dillon and Cathcart)

After public testimony and Council commentary, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **passed Special Budget Ordinance C36640**, amending Ordinance No. C36626 passed by the City Council December 9, 2024, and entitled in part "An Ordinance adopting a Biennial Budget for the City of Spokane," making appropriation adjustments for year 2025, and declaring an emergency.

(This action arises from the need to adjust pay ranges to align with salary analysis for the first quarter of 2025.)

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Navarrete

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2025-0008 (And accompanying Contract OPR 2025-0134 and Value Blanket Order OPR 2025-0195) (Council Sponsors: Council Members Dillon and Cathcart)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0008** declaring Transport Equipment (Spokane) a sole-source provider and authorizing the City to enter into a Contract (OPR 2025-0134) for the purpose of service on Mack trucks and equipment on an as-needed basis for a five-year period—approximately \$50,000 annually without public bidding and a Value Blanket Order (OPR 2025-0195) for the purchase of Mack parts on an as-needed basis for a five-year period—approximately \$50,000 annually without public bidding.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Navarrete

Resolution 2025-0009 (and accompanying Contract OPR 2025-0135 and Value Blanket Order OPR 2025-0136) (Council Sponsors: Council Members Dillon and Cathcart)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0009**, declaring Western States Equipment (Spokane) a sole-source provider and authorizing the City to enter into a Contract (OPR 2025-0135) for the purpose of service on Caterpillar trucks and equipment on an as-needed basis for a five-year period—approximately \$50,000 annually without public bidding, and a Value Blanket Order (OPR 2025-0136) for the purchase of Caterpillar parts on an as-needed basis for a five-year period—approximately \$50,000 annually without public bidding.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Navarrete

Resolution 2025-0011 (and accompanying Contract OPR 2025-0137 and Value Blanket Order OPR 2025-0138) (Council Sponsors: Council Members Dillon and Cathcart)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0011** declaring Pape' Machinery (Spokane) a sole-source provider and authorizing the City to enter into a Contract (OPR 2025-0137) for the purpose of service on John Deere, Wirten, and Vogele trucks and equipment on an as-needed basis for a five-year period—approximately \$200,000 annually without public bidding, and a Value Blanket Order (OPR 2025-0138) for the purchase of John Deere, Wirten, and Vogele parts on an as-needed basis for a five-year period—approximately \$50,000 annually without public bidding.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Navarrete

Resolution 2025-0012 (Relates to OPR 2025-0125 under the Consent Agenda) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

After an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon 6-0 Roll Call Vote, the City Council **adopted Resolution 2025-0012** declaring Ready Rebound (Milwaukee, WI) a sole source provider and authorizing the City to enter into a contract for the purpose of a Personalized Health and Performance Program for public safety staff, for a one-year period—approximately \$182,000, without public bidding.

Ayes: Bingle, Cathcart, Dillon, Klitzke, Wilkerson, and Zappone
Nos: None
Abstain: None
Absent: Navarrete

There were no **Final Reading Ordinances**.

FIRST READING ORDINANCE

The following Ordinance was read for the first time, with further action deferred to March 10, 2025, during the 3:30 p.m. Agenda Review Session. Public testimony was received on the First Reading Ordinance.

ORD C36641 Relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Dillon)

There were no **Special Considerations**.

There were no **Hearings**.

[The City Clerk left the meeting at 6:28 p.m. (pursuant to Council Rule 2.2.A). Open Forum speaker information and motion of adjournment and adjournment time were provided by Council Director Giacobbe Byrd for the minutes.]

OPEN FORUM

The following individual(s) spoke during the Open Forum:

- John Alder
- Will Quinn
- Justin Haller
- Will Hulings
- Sunshine Wigen
- Terry Hill
- Jeff Johnson
- Derek Azzaro
- Tony Edwards

- Dennis Flynn
- Eugene Knowles
- Dream
- Sheldon Bennett
- Stephen Swanger

ADJOURNMENT

Motion by Council Member Dillon, seconded by Council Member Klitzke, **to adjourn; carried 6-0.**

There being no further business to come before the City Council, the meeting adjourned at 6:57 p.m.

Minutes prepared by City Clerk Terri Pfister and submitted for publication in the March 5, 2025, issue of the *Official Gazette*.

Approved by Spokane City Council on _____, 2025.

Betsy Wilkerson
City Council President

Attest:

Terri Pfister
City Clerk

CITY OF SPOKANE



PROCLAMATION

WHEREAS, 30 Million Americans are affected by more than 10,000 rare diseases and conditions; and

WHEREAS, nationally one out of every ten people is affected by a rare disease, two-thirds of those being children, this equals 520,858 children and 260,365 adults in Washington who are affected according to the 2020 Washington census data; and

WHEREAS, the public may be familiar with some rare diseases such as ALS, childhood cancers, and anything with a gene or name in it, most patients and families affected by less widely known rare diseases bear a large share of the burden of finding research, care coordination, and raising public awareness to support the search for treatments and support:

NOW, THEREFORE, I, Lisa Brown, Mayor of the City of Spokane, on behalf of the people of Spokane, do hereby proclaim February 28th, 2025 as

RARE DISEASE DAY

in Spokane, joining the global movement dedicated to raising awareness and generating change for the people living with a rare disease in our community and around the world.

I, Lisa Brown, Mayor of Spokane,
do hereunto set my hand and
cause the seal of the City of Spokane
to be affixed this
18th day of February 2025.

Lisa Brown

Lisa Brown
Mayor



STANDING COMMITTEE MINUTES
City of Spokane
URBAN EXPERIENCE COMMITTEE
City Council Chambers
FEBRUARY 10, 2025

Call to Order: 12:00 PM

Recording of the meeting may be viewed here: <https://vimeo.com/1055384665>

Attendance

Committee Members Present:

Council Member Michael Cathcart (12:07), Council President Betsy Wilkerson, Council Member Zack Zappone, Council Member Paul Dillon (12:12), Council Member Kitty Klitzk, Council Member Lili Navarrete, Council Member Jonathan Bingle (CHAIR)

Public Testimony

NONE

Agenda Items

Monthly Report/Update

Discussion Items

1. HOPE HOUSE UPDATE - MELISSA MORRISON (5 minutes)
2. ADDING INCLEMENT WEATHER FUNDS - ARIELLE ANDERSON (10 minutes)
3. 2025 SRTC CALL FOR PROJECTS - KEVIN PICANCO (10 minutes)
4. 6-YEAR STREET PROGRAM (2026-2031) ANNUAL UPDATE - KEVIN PICANCO (10 minutes)
5. MONTHLY PERMIT REPORT - TAMI PALMQUIST (10 minutes)
6. PUBLIC HEARING FOR RIGHT-OF-WAY VACATION - ELDON BROWN (5 minutes)
7. RESOLUTION TO SET PUBLIC HEARING FOR ROW VACATION (GRACE AVE) - ELDON BROWN (5 minutes)
8. RESOLUTION TO SET A PUBLIC HEARING - ROW VACATION (ALLEY) - ELDON BROWN (5 minutes)

9. PUBLIC HEARING FOR ROW VACATION AND FIRST READING ORDINANCE - ELDON BROWN (5 minutes)
10. AMENDING ORDINANCE C-14947 TO RELEASE EASEMENTS - ELDON BROWN (5 minutes)
11. AMENDING ORDINANCE C-22933 TO RELEASE EASEMENTS - ELDON BROWN (5 minutes)
12. CLIMATE PLANNING PROJECT UPDATE - MAREN MURPHY (20 minutes)
13. RESOLUTION ACCEPTING THE 2025 LAND CAPACITY ANALYSIS FOR SPOKANE - KEVIN FREIBOTT (30 minutes)
14. INTERIM ZONING ORDINANCE FOR HEIGHT LIMITS - SPENCER GARDNER (10 minutes)
15. RESOLUTION AUTHORIZING WEST QUADRANT TIF FUNDS FOR 27 BY 2027 PROJECTS - KEVIN FREIBOTT (5 minutes)
16. RESOLUTION PRESERVING PROP 1 & SPOKANE PUBLIC SAFETY EFFORTS - CM BINGLE (5 minutes)
17. BOARD, COMMISSION, AND INITIATIVE UPDATES - ROUNDTABLE (minutes)

Consent Items

1. MFTE CONDITIONAL AGREEMENT FOR 643 N RIVERPOINT BLVD - AMANDA BECK (0 minutes)
2. MFTE CONDITIONAL AGREEMENT FOR 2517 E UPRIVER DR - AMANDA BECK (0 minutes)

Executive Session

None.

Adjournment

The meeting adjourned at 2:27PM

Minutes prepared and submitted for publication in the March 12, 2025, issue of the Official Gazette.

Candi Davis, Legislative Assistant

Approved by City Council on March 10, 2025.

Betsy Wilkerson
City Council President

Attest:

Terri L. Pfister
City Clerk

STANDING COMMITTEE MINUTES
City of Spokane
Public Safety and Community Health Committee
City Council Chambers
March 3, 2025

Call to Order: 12:03 PM

Recording of the meeting may be viewed here: <https://vimeo.com/1062174187>

Attendance

Committee Members Present:

Council Member Michael Cathcart, Council President Betsy Wilkerson, Council Member Zack Zappone (Chair), Council Member Paul Dillon, Council Member Kitty Klitzke (left at 12:56), Council Member Lili Navarrete, Council Member Jonathan Bingle

Public Testimony

Tyler Tamoush

Agenda Items

Monthly Report/Update

1. MONTHLY POLICE CHIEF REPORT - KEVIN HALL (10 minutes)
2. MONTHLY FIRE CHIEF UPDATE - JULIE O'BERG (10 minutes)
3. 0680 - MONTHLY PUBLIC SAFETY UNIFORM OVERTIME REPORT –
WRITTEN - KEVIN SCHMITT (0 minutes)
4. OFFICE OF THE POLICE OMBUDS JANUARY REPORT - WRITTEN –
CHRISTINA COTY (0 minutes)
5. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - WRITTEN - JACQUI
MACCONNELL (0 minutes)
6. 0680 - PHOTO RED MONTHLY UPDATE - WRITTEN - DAVE SINGLEY
(0 minutes)

III. Discussion Items

1. PUBLIC SAFETY SALES TAX UPDATE - MAGGIE YATES (5 minutes)
2. STANDING COMMITTEES AND REPORTS - ROUNDTABLE (10 minutes)

IV. Consent Items

1. 5300 - CISCO SMARTNET SUPPORT & MAINTENANCE (INFORMATION TECHNOLOGY)
2. 0680 - CRIME POINT – POLE CAMERAS (POLICE)
3. 0680 - EXTENSION WITH CENTRAL SQUARE FOR ADMINISTRATION OF FALSE ALARM PROG (POLICE)

Executive Session

None.

Adjournment

The meeting adjourned at 1:04 PM

Minutes prepared and submitted for publication in the March 5, 2025, issue of the Official Gazette.

Jackson Deese, Legislative Assistant

Approved by City Council on March 3, 2025.

Betsy Wilkerson
City Council President

Attest:

Terri L. Pfister
City Clerk

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/24/2025**Committee Agenda type:** Consent**Date Rec'd**

1/13/2025

Clerk's File #

RES 2025-0006

Cross Ref #**Project #****Council Meeting Date:** 03/10/2025**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
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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.

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- 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

2/4/2025

Clerk's File #

RES 2025-0015

Cross Ref #

Project #

Council Meeting Date: 03/03/2025

Submitting Dept

PLANNING & ECONOMIC

Bid #

Contact Name/Phone

KEVIN X6184

Requisition #

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON LNAVARRETE

Sponsoring at Administrators Request

NO

Lease? NO

Grant Related? NO

Public Works? NO

Agenda Item Name

0650 RESOLUTION ACCEPTING THE 2025 LAND CAPACITY ANALYSIS FOR

Agenda Wording

A resolution accepting the 2025 Land Capacity Analysis for the City of Spokane, outlining the residential unit and population capacity of the city through the year 2046. This is a required early step in the required periodic update to the Comprehensive Plan, due to be completed in 2026.

Summary (Background)

Each time the City prepares to update its comprehensive plan, the Growth Management Act (RCW 36.70A.115) requires that the City determine if sufficient land exists in its current boundaries to accommodate expected growth. The Land Capacity Analysis (LCA) is the process by which each jurisdiction must assess the amount of vacant, partially used, and underutilized property that exists; apply general assumptions to determine how many residential units could be developed on those properties, and then calculate the number of people that might be housed in those units. The process is large in scale and scope and is conducted according to a methodology that has been agreed to by the County and all the incorporated cities within it. The methodology for the Land Capacity Analysis is part of the Countywide Planning Policies (Board of County Commissioners Resolution 24-0117) As of the completion of this report, the City has determined that sufficient capacity exists within the incorporated boundaries of the city to accommodate the additional 23,357 people expected to be added to the city between 2023 and 2046. Additionally, the analysis has determined that sufficient capacity exists for the approximately 23,000 dwelling units necessary to (1) house those additional people, (2) make up for housing production shortfalls in recent years, and (3) begin to address the high cost of housing in the region, as described by the WA Department of Commerce Housing Allocation Planning Tool.

What impacts would the proposal have on historically excluded communities?

The impacts of housing provision and accommodation in the City will be determined as part of the larger Comprehensive Plan periodic update process. This discussion is beyond the scope of the Land Capacity Analysis.

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?

As with the previous question, this discussion is both beyond the scope of the Land Capacity Analysis and will be address as part of the larger Comprehensive Plan Update.

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

As with the previous question, this discussion is both beyond the scope of the Land Capacity Analysis and will be address as part of the larger Comprehensive Plan Update.

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 analysis and report are a required part of the Comprehensive Plan Update process, required under the GMA to be adopted by 2026.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? N/A	
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This report has no direct financial costs or commitments.	
Amount	
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
	#
	#
	#
	#
	#
	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
<u>Dept Head</u>	GARDNER, SPENCER
<u>Division Director</u>	MACDONALD, STEVEN
<u>Accounting Manager</u>	BAIRD, CHRISTI
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE
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RESOLUTION NO. 2025-0015

A resolution acknowledging the completion of the Land Capacity Analysis for the City of Spokane, a required part of Plan Spokane, the 2026 periodic update of the City of Spokane Comprehensive Plan, analyzing the capacity of the existing city boundaries to accommodate additional people and housing units expected in the City between 2023 and 2046.

WHEREAS, the Washington State Legislature passed the Growth Management Act (“GMA”) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, RCW 36.70A.115 states that counties and cities that plan under GMA shall ensure that sufficient capacity of land suitable for development within the jurisdiction to accommodate their allocated housing and employment growth, as adopted in the applicable Countywide Planning Policies (CPPs) and consistent with the 20-year population forecast from the Office of Financial Management (OFM); and

WHEREAS, the CPPs include the specific methodology which each jurisdiction should follow when creating a Land Capacity Analysis (LCA) within their incorporated boundaries, as adopted by the Spokane Board of County Commissioners (BOCC) on March 5, 2024 (BOCC Resolution 24-0117); and

WHEREAS, the BOCC adopted the allocation of population growth for each jurisdiction within it, including the City of Spokane, on June 18, 2024 (BOCC Resolution 24-0348), allocating the City of Spokane population growth of 23,357 people between 2023 and 2046; and

WHEREAS, this allocation was based upon the OFM medium population forecast for the entire county, as adopted by the BOCC on March 26, 2024 (BOCC Resolution 24-0180); and

WHEREAS, the City of Spokane has completed its Land Capacity Analysis in accordance with the adopted CPPs and LCA methodology; and

WHEREAS, it is the responsibility and authority of each jurisdiction to adopt their own Land Capacity Analysis, provided it complies with the regionally adopted methodology in the CPPs;

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council accepts the 2025 Land Capacity Analysis as prepared, including its conclusion that sufficient capacity exists within the current City limits to accommodate the City’s allocated population and housing growth through 2046.

Adopted by the Spokane City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney



2025 Land Capacity Analysis

for the City of Spokane, Washington

a requirement of the Growth Management Act (RCW 36.70A.115)

February, 2025



PLAN SPOKANE

Resilient | Connected | Livable | 2046

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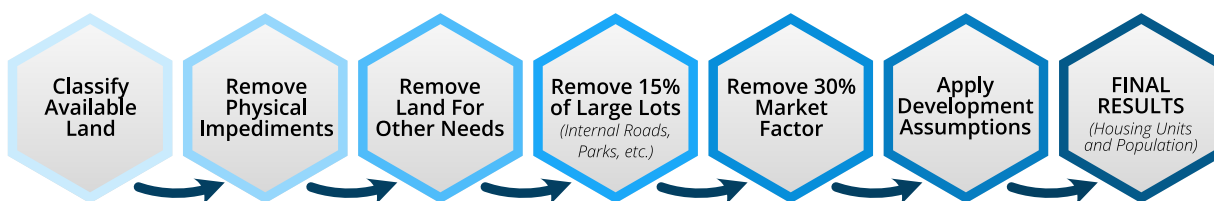
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Executive Summary

The Land Capacity Analysis (LCA) is a required part of the periodic update of the City of Spokane Comprehensive Plan. The Growth Management Act (GMA) requires the City to determine if sufficient land exists to accommodate growth early in the overall process. The City of Spokane is expected to grow by more than 23,000 people between 2023 and 2046.

To determine the capacity of the City, the LCA is guided by a regionally adopted methodology. In summary, that method follows the general steps shown in **Figure 1** below:

Figure 1: Schematic Land Capacity Analysis Process



The analysis begins by classifying land as either vacant, partially used, underutilized, or developed. Land is removed that is physically unavailable for development (such as steep slopes, wetlands, etc.), lands needed for other uses (parks, utilities, etc.) are removed, 15 percent of large lots is removed (need for roads, parks, etc.), and 30 percent of the total is removed to account for market forces limiting development. Finally, general development assumptions are applied to the remaining lands (units per acre, people per household, etc.) resulting in a number of dwelling units the City could physically expect to accommodate and the population those units could house.

Assumptions applied by the City in this analysis included:

- Density (units per acre) expected in each zoning group.
- The proportion of expected residential development outside purely residential zones (i.e. Commercial, Office).
- Previously approved and vested land use actions (Planned Unit Developments, Environmental Impact Statements, other reliable sources of data).
- Historic development data and trends.
- Persons per household by housing type.

These factors were applied to lands in the city, resulting in the following capacity results:

Figure 2: Summary Results—City Capacity for Dwellings and Population

Classification	Dwelling Unit Capacity	Population Capacity
Vacant, Outside PUD/Subarea	10,344	22,615
Partially Used, Outside PUD/Subarea	5,270	11,850
Underutilized, Outside PUD/Subarea	6,987	13,220
SUBTOTAL	22,600	47,686
VESTED/SUBAREAS	7,517	15,615
GRAND TOTAL	30,117	63,301

Source: City of Spokane, LCA Analysis, 2024.

Notes: This table is a summary of the detailed analysis within this report. Many factors not apparent in this table went into the data presented.

Ultimately, the City of Spokane has determined that sufficient zoned land exists within City Limits to accommodate expected growth within the planning horizon of 2046. For details of this analysis, including more specifics on the assumptions that were applied to the numbers in Figure 2 above, see the body of this report.

I. Introduction

This report represents the culmination of more than two years of work by City of Spokane staff as they prepared for the 2026 statutorily required Comprehensive Plan Periodic Update. The Land Capacity Analysis (LCA) is a required early step in the update process, during which the region must ask the important question, “is there sufficient capacity to accommodate growth expected in the next 20 years?”

The process by which regional jurisdictions determine their answer to this question is laid out in general in the Countywide Planning Policies (CPPs), adopted by the Spokane County Board of County Commissioners (BOCC) and agreed to by all jurisdictions planning under Revised Code of Washington (RCW) 36.70A. In the case of the Spokane County CPPs, the region undertook a major update of those policies and procedures in 2023 and 2024, culminating in the process described in this report.

The following report is limited to the City of Spokane municipal boundary and will flow through the required steps of the CPPs as they relate to the preparation of LCAs, with certain clarifying changes to organization and order to ensure that the results of this analysis are clear to the reader. The City has not deviated from the general requirements of the CPP methodology to ensure that the results of this analysis can be generally synthesized together with other jurisdictions’ results, in order that the County may understand an overall picture of the Urban Growth Area (UGA) in total.

II. Report Preparation

In general, each jurisdiction is responsible for generating its own LCA according to its own internal processes, staff, and expertise. Each jurisdiction has a unique set of land use and zoning regulations. In the case of this LCA for the City of Spokane, several staff members have been involved, including the following:

Project Manager & Chief Analyst: Kevin Freibott, Senior Planner

Planning Director: Spencer Gardner, AICP

Deputy Planning Director: Tirrell Black, AICP

Planner & Analyst: Brandon Whitmarsh, Planner II

Planner: Tyler Kimbrell, Planner II

Planner: KayCee Downey, Planner II

Economic Development: Teri Stripes, Principal Planner

The results of this report will be presented to both the Spokane Plan Commission and the Spokane City Council in early 2025. Furthermore, the results will inform the ongoing work at the City on the update of its 2026 comprehensive plan.

III. Growth Allocations

Prior to every required comprehensive plan update, the Washington Office of Financial Management (OFM) provides a forecast showing possible population growth for the entire County. In the case of Spokane County, the last round of forecasts was issued

by OFM in 2022, providing a range for countywide growth through 2050. By the requirements of GMA, jurisdictions in Spokane County are required to plan their next update to consider growth from 2026 to 2046 (20-years). As such, the OFM forecast covers more than enough time for any local analysis.

When OFM provides an updated population forecast, they typically offer three levels of growth: high, middle, and low. The middle level represents the forecast statistical mean, while the high and low ranges provide the maximum and minimum growth regional jurisdictions can use if they prefer to adjust the medium upwards or downwards according to local conditions or specific data not generally available to OFM.

In the case of Spokane County, the Steering Committee of Elected Officials (SCEO) recommended (and the BOCC adopted) the middle forecast for overall growth in the County. Accordingly, Spokane County should expect that growth in the County follows the curve shown in **Figure 3** on the following page. According to the adopted forecast, Spokane County must plan for a 2046 population of 654,665. Compared to the 2023 population for the county of 554,600, the County must plan to grow by 100,065 people between 2023 and 2046. The level of growth represents an increase of 18 percent over twenty years, or approximately 0.9 percent per year.

Following adoption of the countywide growth forecast, the SCEO recommended allocating growth among the individual jurisdictions and areas according to a 10-year historic growth trend. Reviewers should note that only four years of data was readily available for areas outside incorporated boundaries (cities and towns) due to the changing size of the UGA.

According to the growth apportionment adopted by BOCC (see **Figure 4**), the City of Spokane must plan to grow by 23,357 between 2023 and 2046, growing approximately 10 percent overall throughout the 23 years. This represents approximately 1,015 people per year, though actual growth is expected to fluctuate up and down from year to year.

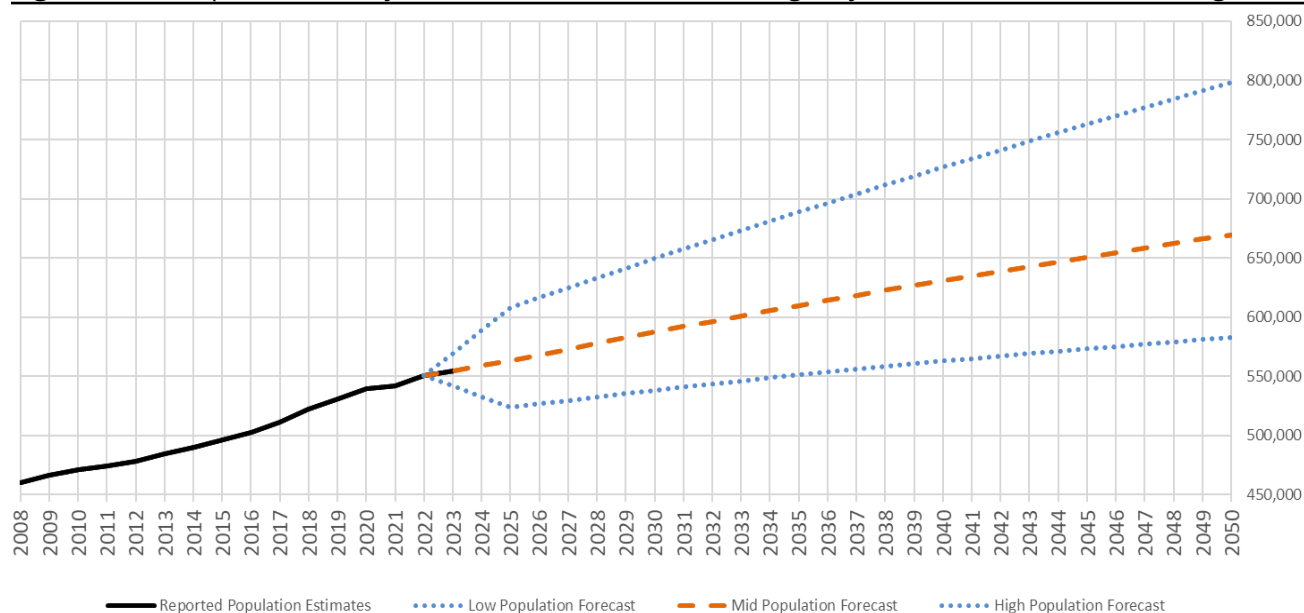
For the purposes of the LCA, the City must determine if there is sufficient land capacity remaining in the city boundaries to accommodate 23,357 more people. To do this, the City has conducted the analysis outlined in this report, consistent with the methodology provided by the CPPs.

IV. Methodology Basic Considerations

The function of the LCA is primarily residential. Commercial and Industrial zoned property is roughly categorized and quantified, but there is no agreed upon regional methodology to determine the amount of commercial and industrial land needed to accommodate growth. Accordingly, this study will not provide information as to whether the City can accommodate expected commercial/industrial growth.

To determine residential capacity, the LCA methodology provides a few basic steps, each with its own assumptions and applications, ultimately seeking to answer the main question of the overall analysis, whether the jurisdiction have sufficient land to

Figure 3: 2022 Spokane County Growth Estimates (Low, Mid, High) by WA Office of Financial Management



Source: OFM, December 2022.

Notes: Reported population estimates have been corrected by annual jurisdiction reports through 2023. Middle forecast represents the mathematically calculated growth trend based on historic data and is the most likely scenario for growth in Spokane County. High and low estimates are generated by an average over/under percentage growth rate, representing the maximum and minimum expected growth.

Figure 4: Adopted Growth Allocation–Spokane County and Incorporated Cities and Towns

Jurisdiction	2023 Population	% of Total in 2023	% of Future Growth	Additional Population by 2046	Total Population in 2046
Spokane County (Whole) ¹	554,600	100.00%	100.00%	100,065	654,665
Unincorporated Outside UGA	93,934	16.94%	4.70%	4,708	98,642
Unincorporated Inside UGA	69,456	12.52%	30.51%	30,528	99,984
Airway Heights	11,280	2.03%	6.66%	6,665	17,945
Cheney	13,160	2.37%	3.37%	3,375	16,535
Deer Park	4,925	0.89%	1.36%	1,365	6,290
Fairfield ²	600	0.11%	0.00%	0	600
Latah ²	185	0.03%	0.00%	0	185
Liberty Lake	13,150	2.37%	8.78%	8,784	21,934
Medical Lake	4,915	0.89%	0.24%	244	5,159
Millwood	1,925	0.35%	0.05%	49	1,974
Rockford	570	0.10%	0.07%	66	636
Spangle ²	280	0.05%	0.00%	0	280
Spokane (City)	232,700	41.96%	23.34%	23,357	256,057
Spokane Valley	107,400	19.37%	20.90%	20,913	128,313
Waverly	120	0.02%	0.01%	11	131

Source: SCEO, May 2024.

Notes: 1. The Spokane County whole population number for 2046 conforms to the middle forecast issued by OFM in 2022.
2. These three assume zero population growth, though each community is expected to grow very slightly over twenty years. Trend data was not sufficient to determine to what degree this might occur, given the very small geographic area each community represents.

accommodate growth. To this end, the process includes the following general steps:

1. Classify land into three categories, each of which represents at least some amount of capacity, including:
 - a. Vacant: Land in a generally undeveloped state, inside which the jurisdiction can expect future development.
 - b. Partially Used: Land which contains some development but also sufficient vacant/undeveloped land to allow for future development.
 - c. Underutilized: Land which has been designated or zoned for more intense use, but currently contains less intense development (i.e a single-unit house on a parcel zoned for multi-unit development).
2. Subtract from those lands any of the following:
 - a. Unbuildable areas such as wetlands, steep slopes, unstable soils, critical areas, etc.
 - b. Areas needed for other uses, such as internal roadways/infrastructure, open space, power transmission, transportation uses, etc.
 - c. Any other lands that the jurisdiction has information precluding its redevelopment or use as residential capacity (i.e. areas of known subsurface pollution, publicly owned property, future needs of essential public facilities like schools or airports).
3. Subtract a percentage of the total capacity to account for market factors, essentially topics that limit development but are generally unknown or unquantifiable (willingness of individual property owners to redevelop/develop, sales of property, etc.)
4. Multiply the remaining areas by an assumed density (units/acre), resulting in the capacity in dwelling units available in the jurisdiction.
5. Multiply the number of units by an assumed number of people per unit, resulting in the theoretical population that can be accommodated by those areas.

While the LCA methodology included in the CPPs requires the use of these overall steps, some flexibility exists within the process to allow jurisdictions to use better information when available and to adjust the assumptions to conform to local policy/vision, understanding, and technical knowledge. The following list represents some of the adjustments and deviations that can be made at the local level when conducting an LCA, as allowed by the regionally adopted methodology:

- If a jurisdiction has conducted a local area study that provides much more specific information on development capacity of a given area, that information can be

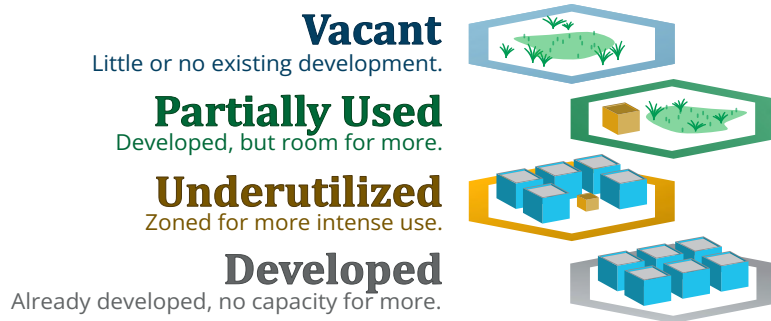
used instead.¹

- Each jurisdiction can determine the assumed density of their zones/land uses as well as the potential people per dwelling unit of various uses and residential types.
- Guidance in the LCA as to which properties may qualify as “vacant,” “partially used,” or “underutilized” are basic guidelines, which Cities can augment with their own analysis and understanding.
- The City’s current land use map and zoning map inform future development, where it will occur, and to what intensity. The LCA assumes that the local designations continue as they are. In other words, changes that may be introduced during the periodic update to the comprehensive plan but which have not yet been adopted are not included in this analysis.
- Even though most local jurisdictions have not adopted zoning regulations commensurate with the requirements of House Bill 1110 (the “Middle Housing” bill), jurisdictions may assume that local development capacity calculations include increased unit counts/density commensurate with the changes required by HB 1110, as those changes are not optional for most cities even if they have not yet adopted them.

V. LCA Step 1: Land Classification

The first step in the LCA process is to classify the City’s land into one of four possible areas: vacant, partially used, underdeveloped, and ‘developed.’ Developed areas do not

Figure 5: LCA Land Classifications



provide residential capacity within the 20-year planning horizon and thus are not discussed or categorized here. However, the other three classifications represent specific physical conditions and potential capacity in different ways. The categories are shown in summary in **Figure 5** at left, and described in detail, as follows:

Vacant Land

Vacant land is that which contains no or virtually no existing development. In general, the methodology states that vacant lands are those with an assessed improvement value of less than \$5,000. However, jurisdictions may—and in this case the City of Spokane did—

¹ For instance, the City of Spokane has recently completed an Environmental Impact Statement (EIS) for the South Logan Transit-Oriented Development Study. This EIS includes exact residential development capacity of the Preferred Alternative, which has thus been adopted by the City and incorporated into the Zoning Code, Zoning Map, and Comprehensive Plan. Accordingly, the City will be using the EIS to inform capacity in that area rather than the overall LCA methodology.

amend this based on review of the individual parcels themselves or by use of other more detailed studies.

In the case of the City of Spokane, staff used the \$5,000 value cap as a method for selecting *possible* vacant parcels. However, this list was then augmented using a number of sources, including:

- **City Permit reporting**, including demolitions and new building permits, which allowed the City to account for conditions that may have changed faster than the County Assessor could update their data.

Effect on Analysis: Increased capacity.

- **Review of both 2022 and 2024 high-resolution aerial photography**, to identify parcels where assessor data was either in error or physical conditions may preclude a parcel from development.

Effect on Analysis: Refined classification, both increasing and decreasing capacity by local conditions.

- **Public property lists and rolls**, eliminating not only property owned by the City itself and its various departments and functions, but also quasi-public lands such as those owned by Avista or other NGOs operating in the area.

Effect on Analysis: Reduced capacity.

- **Use of parcel data as well as City records** to eliminate parcels with zero improvement value but actually containing development. This occurs frequently where development spans more than one parcel, but for the purposes of not double taxing the property owner the County Assessor limits improvement value to only one of the parcels. A significant example is Riverpark Square, the mall downtown, which sits on seven parcels, only one of which shows any improvement value in County parcel data.

Effect on Analysis: Reduced capacity.

- **Planned Unit Development (PUD) data²**. The City of Spokane currently contains more than 130 PUD overlays of varying age and size. Because PUDs include a greater level of detail and typically include significant information relating to capacity and future residential development, these areas were handled separately by the City. See later in this report for an accounting of the capacity generated by PUDs in the city.

Effect on Analysis: Increased capacity as well as better specific information.

Partially Used Land

According to the adopted methodology, partially used land is that which may contain

²In almost all cases, PUD data was gleaned from both plat maps and Hearing Examiner decisions on record with the City.

some development, such as a single house, but the lot size is large enough to either be subdivided and built out at a greater number of units, or simply developed with additional residential units on the same property. A good example of a partially used lot is shown in **Figure 6** at right. This parcel is large (6.9 acres) and contains a small service use with surface parking and a driveway. This parcel is certainly not vacant and it's possible future sale and/or subdivision and development could provide a significant number of units in residential capacity. In fact, the owner of this parcel is currently working on permits to fill the remaining land with homes.

Figure 6: Example of a Partially Used Parcel



The LCA methodology suggests that jurisdictions consider partially used parcels to be those that exceed eight times the minimum lot size for that zone, such that the given parcel could be subdivided into at least eight separate developable lots. The City of Spokane utilized this factor to help select *possible* partially used lots, but augmented the search using locally available data. Most significantly, City staff was able to use existing building footprint data compared to the overall parcel area to determine lots that might not meet the “eight times the minimum lot size” condition but might be found in locations ripe for redevelopment and subdivision. This included areas where the City feels infill development pressure is high enough to impel property owners to consider multi-unit improvements on larger lots where the economy of scale was previously not sufficient to consider such a move.

In addition to the physical properties of the site, it is important to note that changes to the Spokane Municipal Code (SMC) in 2024 allow for multiple units to be built on all R1 and R2 zoned parcels, in line with the requirements of HB 1110, the Middle Housing Bill³. Because of this, the “eight times” minimum is not the only factor used by staff when identifying possible ‘partially used’ sites.

Every parcel identified as partially used in this analysis was considered on a site-by-site basis to winnow out any parcels that might be large enough but for which there are extenuating conditions or situations that preclude development. Parcels eliminated by this additional review reduced capacity somewhat overall. One of these related to the value of the overall improvements on the property, as suggested by the LCA methodology

³Washington State House Bill 1110 (2023)

itself. In the case where the home and improvements were significantly valuable to prevent likely redevelopment of the site those sites have been discounted from the total capacity.

Just because a parcel is designated partially used does not mean that the City expects it to provide future residential capacity. Adjustments have been made on a parcel-by-parcel basis to ensure that a conservative estimate of units on 'partially used' land was provided.

Underdeveloped Land

Underdeveloped land is far simpler to identify than perhaps the other two categories, in that its definition is the most concise. Underdeveloped land is that which contains an existing developed use but that use is at a lower density or intensity than what has been designated in the City's comprehensive plan or zoning. For example, a single-unit home in a multi-unit zone would be considered underdeveloped. Likewise, a single-unit home in a commercial zone is technically underdeveloped, as the SMC allows for higher intensity residential development in all commercial zones.

Underdeveloped land is common in areas where zoning has changed over the years, or the City has amended its growth strategy significantly in the past. One example exists south of E Sprague Ave, along the Sprague Center⁴. This area is zoned RMF (residential multi-family) but is occupied by predominantly single-unit homes. Accordingly, the area represents additional residential capacity and is thus classified as underdeveloped in the City's analysis.

Multiple Classifications

A vacant parcel naturally contains zero development, preventing that parcel from being classified partially used or underdeveloped. Therefore, being classified vacant is an exclusive condition. However, the same is not true for partially used and underutilized parcels. Because the partially used category concerns the amount of development on a site and underutilized only concerns the type of that development, it's possible for a parcel to be classified as both. Three such parcels in the City of Spokane meet the qualifications for both partially used and underutilized status. Each of the three are currently zoned for Industrial use precluding any residential development⁵. Thus, they do not have any impact on the City's residential capacity or the conclusions of this report.

Secondary Review and Error Checking

There are nearly 81,000 parcels in the City of Spokane, 8,900 of which have been classified as either vacant, partially-used, or underdeveloped. While in limited cases staff has reviewed individual parcels (as described above), the sheer number of parcels is simply too large to allow for a site-by-site analysis of all classified parcels.

Also of note, Staff pulled all parcel data for the City from the County Assessor's parcel

⁴ See "Centers and Corridors" as described by the City's Comprehensive Plan, the City's primary growth strategy since 2001.

⁵ Per SMC Table 17C.130.100-1

data in March 2024. Some permit data was used to update the parcels since that date, but to avoid conflicts and errors in the data from multiple extractions, staff has not made a full copy of the parcel data to work from since that date. As such, some development or other changes to a few of the classified parcels may have occurred between the time the data was pulled for analysis and the publication of this report.

Furthermore, no data set of this size is perfect. There are errors inherent in any large information system like this. Where errors were identified along the way, such as incorrect improvement values or owner status, staff has made corrections to the data manually. However, while staff has done their best to eliminate any errors as they have been identified, it's possible that a few may have been missed, solely because of the enormous scale of the analysis.

Reviewers are reminded that if an error is identified for a single parcel on a map or other part of this document, that is not indicative of an error in the overall analysis. An LCA is intended to be a city-scale exercise, not a site-by-site consideration. Nor is a site-by-site level of detail necessary to come to a conclusion as to the overall capacity a City contains.

Exception for Planned Unit Developments (PUDs)

Because a PUD includes a greater degree of certainty as to the future build-out of the area, the City has chosen not to utilize the LCA methodology when determining the capacity of these areas. If a PUD is approved and development is vested (usually by the adoption of one or more final plats) then the City will assume the remainder of the PUD will build out as proposed by the developer and approved by the Hearing Examiner (for PUDs) and City Council (for zoning overlays). Accordingly, land within vested PUDs is not generally included in the following land charts and tables. More information on the capacity represented by the City's more than 130 PUDs is included in **Section XIII** of this report.

While Preliminary Plats may provide additional information as to the expected future development capacity of a given area, the analysis presented herein does not utilize preliminary platting. Instead, the assumptions in the overall LCA are utilized in these areas.

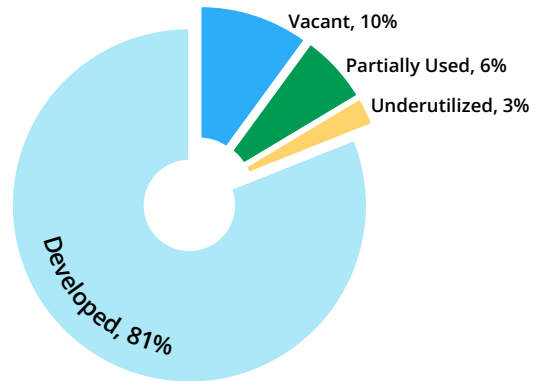
Classification Results: Vacant, Partially Used, and Underutilized

Following multiple reviews and error-checking, City staff classified over 8,900 parcels as either vacant, partially used, or underutilized. Those parcels, and their gross area, are outlined in **Figure 7** on the following page.

Note that the areas described in **Figure 7** are indicative of the *entire* parcel area. Not included are existing rights-of-way and other features outside traditional fee-simple parcels. Also, the City has not included public lands such as parks properties, transmission line corridors, transportation parcels (i.e. railroads, airport land, etc.), but features such as steep slopes, wetlands, and unstable soils are still included in the total area listed above. They were subtracted in Step 2, outlined later in this report.

Figure 7: Summary of Classified Parcels in the City of Spokane and their Proportion to the Whole

Classification ¹	Parcels (Count)	Area ² (Size)
Vacant	3,681	3,521.4
Partially Used	736	2,230.3
Underutilized	4,503	899.5
Developed	72,042	28,429.4



Source: City of Spokane, LCA Analysis, 2024

Notes: 1. Some parcels in the vacant, partially used, or underutilized classification may represent zero residential capacity due to site conditions or other limiting factors.

2. Area denotes the net parcel area, regardless of site conditions or pre-existing development.

Because this analysis must ultimately apply an assumed residential density to these classified parcels to determine the population they might hold, staff has grouped these classified parcels into “density groups.” These are groups of various zoning districts that provide similar residential development potential. For reference, those groups are:

- Residential Low: RA, R1, and R2 zones
- Residential High: RMF and RHD zones
- Commercial/Office/CC: CC1, CC2, CC3, CC4, CB, CA1, CA2, CA3, CA4, GC, NR, O, and OR zones
- Downtown: DTC, DTG, DTU, DTS zones
- Industrial: LI & HI

According to the City of Spokane Comprehensive Plan, and the resulting standards of the zoning code (SMC Title 17C), all zones allow for residential development, except for industrial zones. Furthermore, the City’s current growth strategy identifies several Centers and Corridors where growth is focused. Accordingly, those groups are enumerated separately.

For a complete summary of the various classifications of lands (outside PUDs) and their zoning groups, see **Figure 8** on the following page.

VI. LCA Step 2: Subtract Physically Unbuildable Lands

The second step in the methodology involves removing from the classified parcels any areas that are “not developable because of physical limitations.” These include steep slopes (those over 30 percent grade), unstable soils, wetlands and surface waters, and any other areas precluded from development by local, state, or federal policies or laws. In the case of wetlands and other jurisdictional areas, not only was the surface feature removed from the parcel area but so were the required buffers from those features. The distance those buffers represent was informed directly by the SMC and other applicable regulations.

Figure 8: Classified Parcels by Density Group (Outside PUDs and South Logan)

Classification	Residential Low		Residential High		Comm/Office/CC	
	Parcels	Acres	Parcels	Acres	Parcels	Acres
Vacant	1,738	1,469.2	275	195.3	659	388.9
Partially Used	492	1,204.9	23	164.9	82	398.0
Underutilized	19	59.3	2,266	362.0	1,167	240.1

Classification	Downtown		Industrial	
	Parcels	Acres	Parcels	Acres
Vacant	94	28.7	392	732.7
Partially Used	32	49.9	89	316.0
Underutilized	192	44.0	268	86.1

Source: City of Spokane, LCA Analysis, 2024

Notes: In the case of split zoned parcels, preference was given to the amount of residential zoned land. Note that industrial areas are included here for informational purposes, but for the LCA these areas are not considered to provide residential capacity.

The areas removed from the classified parcels included the following:

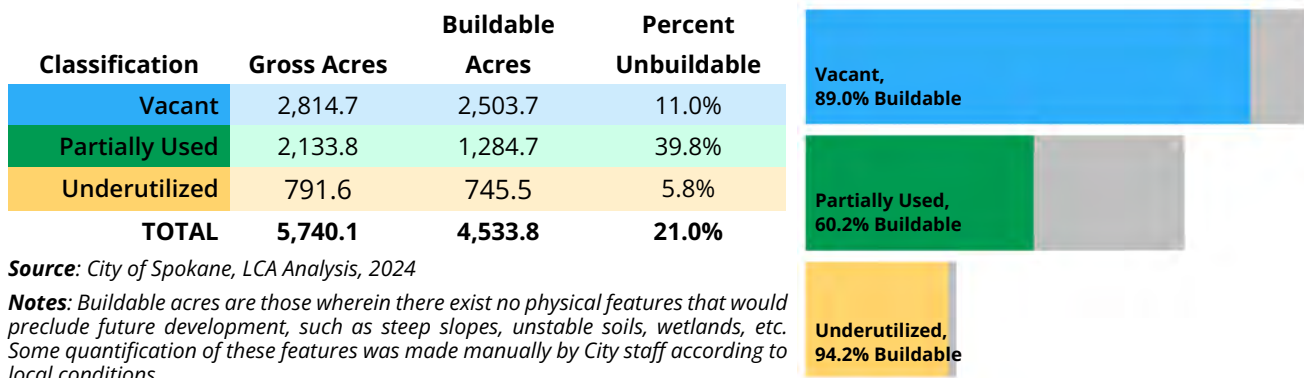
- Wetlands and their buffers, as provided by U.S. Department of the Interior, Fish and Wildlife Service, Washington.
- Steep slopes and unstable soils, as mapped by the City of Spokane GIS department. Steep slopes were generated by 2015 LIDAR data provided by the U.S. Department of the Interior. Unstable soils generated according to the Soil survey data, also provided by the U.S. Department of the Interior. Known rock outcroppings and site boulders mapped by City GIS staff.
- The Spokane River, Latah Creek, and all other jurisdictional waters up to the ordinary high water mark, as determined by orthographic photography by the City of Spokane, 2022.
- Shoreline Jurisdictional Areas mapped according to SMC 17E.060 that preclude development.
- Other small areas of known natural/cultural resources and other physical impediments to development, manually mapped by City staff during the analysis.

The area of these features within each parcel were quantified by GIS software. Additionally, City staff measured the area of each existing development on partially used parcels. For instance, if a home exists on the parcel City staff measured the footprint of the home, any hardscape or landscape, and outbuildings like garages to build into the assumptions that the existing home/structure would remain.

All of the various areas identified above were quantified for each classified parcel and then added to develop an “unbuildable acres” for each parcel. This was done mathematically and did not require any additional manipulation by City staff. By subtracting the unbuildable acres from the overall size of the parcel, a theoretical

“buildable acres” was calculated for each parcel as well. The results are shown in **Figure 9** below.

Figure 9: Buildable Acres by Classification (Outside PUDs and South Logan)



In the case of partially used and underutilized parcels, some special considerations are included in the table above and the completion of this step in the process. See the following section for details.

VII. Applied Special Considerations

During regional discussions with decision makers and stakeholders, some concerns were raised that Partially Used and Underutilized lands may experience a greater degree of moderating market forces that will reduce overall capacity. These two areas are handled specially, as described below.

Special Consideration for Partially Used Capacity

Regarding those properties classified as “partially used,” a simple accounting of buildable acres multiplied by the assumed density may overstate the capacity represented by the parcel. The simple presence of a pre-existing use on the property may have a moderating effect on future development potential for that parcel. While investigations have been made to find a factor or factors that would indicate the degree to which a partially used parcel might redevelop in the planning horizon, the City was unable to find a conclusive correlation between any of the known parcel data and the likelihood of redevelopment.

With that in mind, selection of partially used parcels in the city and calculation of the resulting buildable area of each parcel factored in the existing use to the maximum extent possible. Where a home exists on a partially used parcel, for example, staff withdrew the area of the home and a reasonable-sized yard from the overall buildable acreage. Accordingly, a 1-acre parcel with a single home and no other impediments to development was reduced in buildable area by as much as 25 percent to account for the existing home and its yard(s). This was possible given both existing parcel data and the City’s detailed surveys of building footprints. Ultimately, this is part of why the amount of unbuildable land in Figure 9 is larger for partially used parcels.

Special Consideration for Underutilized Capacity

Underutilized parcels are a special case, in that they not only contain pre-existing development as partially used parcels do, but existing development likely occupies the entire parcel. The factors involved in completely redeveloping an existing, operating parcel are many and complex. To this end, the LCA methodology⁶ suggests that jurisdictions should select for those parcels where the improvement value is four times or less the value of the land as having a higher likelihood of redevelopment. For the final capacity count outside of PUDs, City staff has limited the underutilized parcels that provided unit counts to only those whose improvement value is less than or equal to four times the land value.

VIII. LCA Step 3: Subtract Lands Needed for Other Purposes

After removing physical impediments to development, the adopted methodology allows for the removal of any lands “needed for other public purposes.” In general, this indicates lands needed for utility corridors, landfills, sewage treatment plants, recreation facilities, schools, and other public uses. These uses need not be existing ones—planned and future facilities should be accommodated as well.

To remove these lands from the capacity calculation, City staff used the City’s existing inventory of City property, which included Parks and Recreation lands. To this, staff added facilities owned by the following entities (as determined by parcel data):

- School Districts (all three whose boundaries include the city);
- Avista Corporation;
- Gonzaga University⁷;
- Burlington Northern / Santa Fe Railroad (and all derivatives);
- State of Washington;
- Spokane Airports;
- Washington Department of Transportation;
- Washington Department of Natural Resources;
- Washington Department of Fish & Wildlife;
- United States Government (and all departments);
- Other known governmental agencies and non-governmental organizations whose mission does not include the provision of housing.

Every parcel that was identified through this step was manually adjusted to subtract them from the vacant, partially used, or underutilized categories. Accordingly, they have already been discounted from the numbers presented in Figures 4, 5, and 6 above and no adjustment of those numbers is necessary.

⁶ *Adopted by the Spokane Board of County Commissioners and appended to the Countywide Planning Policies.*

⁷ This was limited to those Gonzaga properties with a Land Use Plan Map designation in the Comprehensive Plan of “institutional,” as areas outside this owned by Gonzaga has, in the past, included development of traditional multi-unit apartments.

A Note on Rights-of-Way and Common Lands Within Large Lots

Large lot development is often distinct from smaller developments because a percentage of capacity is lost to the provision of internal roadways, public spaces, sidewalks, trails, and other appurtenances to planned communities. Outside of existing PUDs, this area must be considered because land used for roads and sidewalks naturally cannot be used to construct housing units. To that end, the LCA methodology allows jurisdictions to subtract a percentage of the available land—an amount to be determined by each jurisdiction.

In the case of the City of Spokane, the same assumption used in the prior two LCA analyses (2015 and 2008) was utilized, wherein 15 percent of large lot areas was subtracted from the total. To do this, staff separated out by size those parcels where internal roadways are unlikely. So called ‘small lots’ were those of no more than two acres, commensurate with SMC development standards wherein parcels of 2 acres or less are not subject to a density limitations (see SMC 17C.111.205). For any parcels greater than 2 acres in size, staff reduced the buildable acres by 15 percent to account for internal losses due to roadways, playgrounds, trash enclosures, etc.

All of the various areas identified above were quantified for each classified parcel and then added to develop an “unbuildable acres” for each parcel. This was done mathematically and did not require any additional manipulation by City staff. By subtracting the unbuildable acres from the overall size of the parcel, a theoretical “buildable acres” was calculated for each parcel as well. The results are shown in **Figure 9** above.

In addition to the parcels removed from capacity consideration in previous steps, after Step 3 was complete about 10 percent of remaining vacant parcels were found to be unbuildable, while nearly 40 percent of partially used parcels were unbuildable. This was due in part to the assumption that the existing development on partially used parcels would remain if development of the undeveloped portion of the parcel were later developed. Lastly, only about 5 percent of underutilized parcels was found to be unbuildable.

IX. LCA Step 4: Market Factor and the Unknown

In any such exercise like the LCA, the scale of analysis is such that it is impossible to know every individual factor that comes into play when determining whether a given parcel will develop and, if so, how much residential capacity it will accommodate. To factor this into the analysis, GMA provides for the use of a market factor, a mathematical reduction in overall capacity intending to quantify all the unknown factors involved. These unknown and unquantified factors include:

- Market conditions over 20 years;
- Willingness and interest of individual property owners to sell/develop/subdivide their property;

- The speed at which development may occur even in cases where it is desired by the property owner;
- The effect of property speculation and long-term holdings;
- The availability of financing/insurance/etc.; and,
- The capacity of the local construction industry to respond to changing demand.

Where, thus far, the methodology has attempted to quantify the physical availability of certain lands for future development, market factor is included to account for the effect of development likelihood and owner/developer willingness. It is an adjustment taken from the total to account for the myriad unknown factors that play on likely development.

Despite much debate at the regional and jurisdictional level, as well as multiple studies by the Washington Department of Commerce and others seeking to determine a market factor to apply, all attempts have generally found that there is no one simple value that is most realistic or effective. To that end, Spokane County and the various jurisdictions returned to the same value within the UGA as the last LCA process, that of a 30 percent reduction overall.

Market factor is, in essence, an attempt to quantify the unknowable. To this end, it cannot be accurately applied on a site-by-site basis. As a result, the regionally adopted methodology envisions this factor being applied at the end of the process, as an off-the-top adjustment of the overall capacity. As a result, the City has reduced the overall unit capacity by 30 percent overall, regardless of location or site condition. See Section XI below for an accounting of the effects of Market Factor on City of Spokane housing capacity.

X. LCA Step 5: Determine Capacity via Assumed Densities

Once it's clear how many acres of buildable land are available, the City must apply a range of density assumptions to that land to calculate a theoretical dwelling unit capacity in the City. The development density (units per acre) is not the same across all zones and locations throughout the City. Thus, a range of density assumptions has been developed that allows the City to make a nuanced, realistic calculation of potential dwelling unit capacity represented by any given parcel in the City.

In summary, the density assumptions listed in **Figure 10** on the following page have been applied to the classified lands to determine the number of units likely to be developed in 20 years. For more details on these assumptions and how they were determined, see Appendix A at the end of this report. Some additional considerations are discussed below as well.

Low Intensity Residential

Unlike the other density groups, assumptions for density in low-intensity zones areas differ depending on location within the City. This is due to existing development features

Figure 10: Density Assumptions for LCA Calculation by Zone Type

Density Group / Class	Assumed Density	Source
Low-Intensity Residential (Zone RA, R1 & R2)	5-9 units/acre depending on location ¹	Interpolated existing density by survey section
High-Intensity Residential (Zone RMF & RHD)	29 units/acre	Analysis of multi-unit permits since 2019
Accessory Dwelling Units (ADU)	600 ADUs over 20 years, regardless of location	Permit history since 2008
Downtown (Zone DTU, DTC, DTG, DTS)	44.4 units/acre, applied to 33% of zone	Analysis of non-residential zone development since 2022
Non-Residential Zones (Zone NR, GC, CB, O, OR)	30.2 units/acre, applied to 33% of zone	Analysis of non-residential zone development since 2022

Source: *City of Spokane (2025) LCA 2025: Proposed Residential Density Assumptions. Appendix A to this report.*

Notes: 1. See Figure 9 for the specific locations where different low-intensity residential densities are to be applied.

within those areas, wherein residential density has historically differed. Generally higher density is found nearer the city’s core and density decreases as the distance to the river and downtown grows. Accordingly, the density assumptions applied in this analysis conform to those shown in Figure 11 on the following page. Note that the only applies to low-intensity residential zones *outside* of PUDs.

Effects of Recent Housing Changes (BOCA/BOH)

As outlined in the density analysis in Appendix A of this report, the City has not assumed any direct impact of the Building Opportunity and Choices for All (BOCA)⁸ and Building Opportunity for Housing (BOH)⁹ ordinances on low-intensity residential density assumptions. That isn’t to say that the BOCA/BOH ordinances have no effect, or that they have “failed” as has been asserted by some. Rather, these changes are simply too recent to have provided sufficient statistical data to project such a long time into the future (20 years). Accordingly, this analysis does not provide for a direct bonus to residential development as a result of BOCA/BOH.

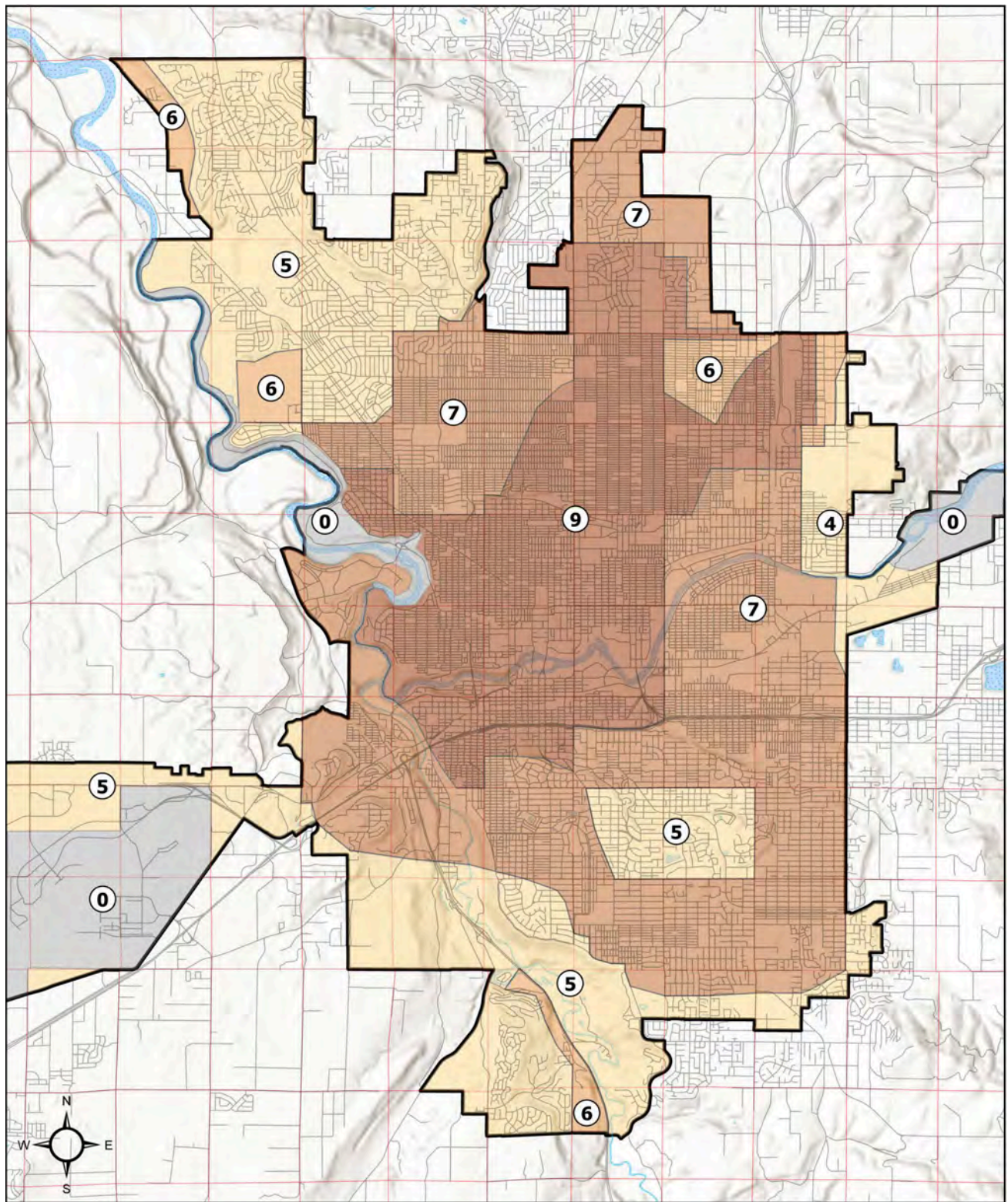
The City will continue to track these ordinances and their effects and consider what data is available at the five-year progress check required by GMA. At that time, it should be clearer what level of impact these (and other) recent ordinances have had on the development environment in Spokane.

A Note on Accessory Dwelling Units

Contrasting BOCA/BOH data, the City has significant data on recent changes to ADU standards and the resulting development demand to apply those data to expected ADU development. However, unlike more traditional housing unit development, ADU potential

⁸ Ordinance C36232, Adopted July 18, 2022
⁹ Ordinance C36459, Adopted November 20, 2023

Figure 11: Low-Intensity Residential Density Assumptions by Location (Units/Acre)



Source: City of Spokane (2025) LCA 2025: Proposed Residential Density Assumptions. Appendix A to this report.

Notes: The number indicated represents the assumed low-intensity residential density (units/acre) to be applied in that area. These assumptions are applied only to low-intensity residential parcels (zoned R1 or R2) and only outside of Planned Unit Developments.

is equally split in the city among new development on vacant parcels and that seen in previously developed areas. In other words, the potential for an ADU to be developed seems to be equal among vacant and developed parcels in the City. To this end, the assumption is that ADU development will follow along recent levels citywide—approximately 30 per year, regardless of location. Accordingly, this LCA assumes 600 ADU units throughout the planning horizon and will not attempt to locate those geographically in the City.

As with BOCA/BOH effects on housing development, staff recommends that ADU development continue to be tracked over time to discern if the amount per year is changing. With more data, the ADU assumptions in the five-year review of development required by GMA may be amended in 2031.

Process for Applying Density to Classified Land

Rather than take the total land in each density group and apply the assumption universally, the City attempted to further refine the results by addressing each parcel individually. The basic process taken with each parcel was applied mathematically and did not require direct attention for each of the classified parcels. GIS tools were used to follow an ordered process that selected for the proper parcels, applied the correct assumptions, and determined the likely unit carrying capacity of each parcel individually. The process followed conforms to flow depicted in **Figure 12** at right.

Essentially, maximum units were determined for each parcel based on its acres of buildable land (gross acreage minus all factors that affect development from steps 2 and 3 above), multiplied by the appropriate density assumption from **Figure 10**. By doing this, the City informed the units any given parcel could contain by local conditions, but also used globally applied factors to ensure that a conservative assumption of capacity is achieved. Once a potential number of units was determined for each parcel, those units were added together by zoning group and then reduced by the 30 percent market factor. Thus, individual parcel characteristics played a part in capacity up *until* the market factor, which is itself not geographically linked.

By applying the density assumptions in **Figure 10** to the land classifications, the City found a maximum theoretical residential capacity in the city (before market factor is applied) of approximately 36,500 units. Now that a theoretical maximum capacity was calculated, it only remained to remove the 30 percent market factor to find the total capacity for each density group. Once the 30 percent market factor was subtracted, the capacity shown in **Figure 13** on the following page resulted.

Figure 12: Unit Calculation Flow–Vacant Parcels Only

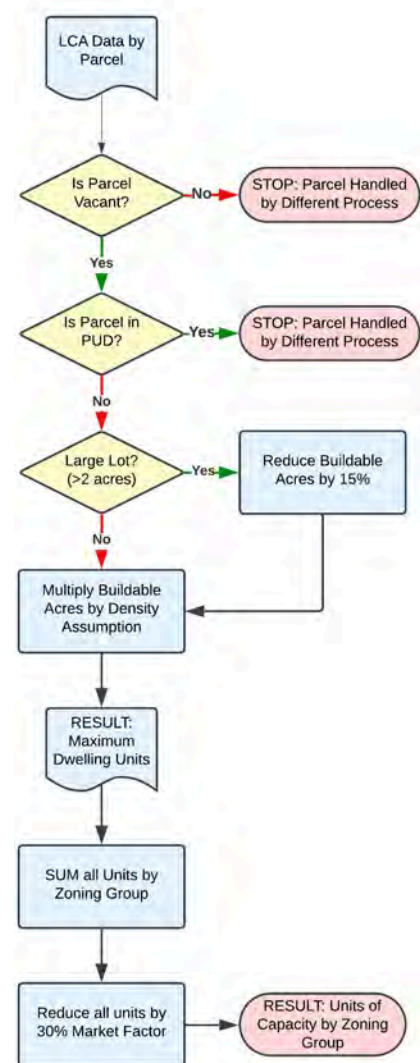


Figure 13: Unit Capacity by Classification and Density Group (Outside PUDs and South Logan)

Classification	Low-Intensity Residential			High-Intensity Residential		
	Parcels	Max Units ¹	Units of Capacity ²	Parcels	Max Units ¹	Units of Capacity ²
Vacant	1,738	7,038	4,927	275	4,629	3,240
Partially Used	492	4,364	3,055	23	2,239	1,567
Underutilized	19	210	147	2,266	7,234	5,064
	Commercial/Office/CC			Downtown		
	Parcels	Max Units ¹	Units of Capacity ²	Parcels	Max Units ¹	Units of Capacity ²
Vacant	659	2,758	1,931	94	351	246
Partially Used	82	570	399	32	355	249
Underutilized	1,167	1,890	1,323	192	647	453
	TOTAL ³					
	Parcels	Max Units ¹	Units of Capacity ²			
Vacant	2,766	14,777	10,344			
Partially Used	629	7,528	5,270			
Underutilized	3,644	9,981	6,987			

Source: City of Spokane, LCA Analysis, 2024

Notes: High Industrial properties represent zero residential capacity in the city, thus they are not included in this table.

1. Max Units represent the total buildable area multiplied by the density assumptions for that group, as described in Figure 9.

2. Units of Capacity is equal to Max Units reduced by the 30 percent Market Factor.

3. TOTAL numbers represent the sum of all density groups.

XI. Converting Units to Population

The adopted LCA Methodology is general in describing the method jurisdictions should utilize to convert units to population. There are many factors that can play into such a conversion—some of which vary greatly from jurisdiction to jurisdiction. Additionally, these factors change over time—necessitating some adjustment for the 20-year time frame of the LCA.

Perhaps the greatest single factor involved in converting housing units to population is average people per household—the average number of people living in a particular unit. Simply put, if households are larger, more people can be expected from a given number of housing units. Conversely, if household sizes are small, fewer people will be housed in the same number of housing units. To that end, staff undertook an exploration of various characteristics of household size as reported by the U.S. Census Bureau as well as the Washington Office of Financial Management (OFM).

The Washington Department Commerce ('Commerce') has contracted with BERK Consulting to prepare various tools and models for forecasting housing need in the state, commensurate with the requirements of HB 1220 (2021). The efforts of Commerce and BERK have indicated that average household size in Spokane County may fall as much as

seven percent by 2046, falling from an average of 2.46 in 2020 to only 2.29 in 2046. Conversely, a linear trend created from American Communities Survey (ACS) 5-year data estimates for the City of Spokane show a *rise* from 2.28 in 2020 to 2.31 in 2046. Finally, OFM provides a year-by-year estimate of persons per household in the City of Spokane. OFM's current data show that people per household in Spokane has grown slightly over time, from 2.28 in 1992 to 2.33 in 2024.

There are clear variations between different data sets, though they are generally close. However, each data set explored above provides for a single household size, which ignores the fact that household sizes are different for different housing types. Only OFM data sets provided sufficient detail to discern differences in various housing types. OFM data has the added benefit of conforming to data used to form the countywide and various jurisdictions' population growth targets, adopted by BOCC earlier in 2024.

Via OFM's program for estimating population for each jurisdiction annually, OFM provided the number of occupied units and population living in various housing types for the City of Spokane. Housing types matched those reported each year by the City, including 1, 2, 3&4, and 5+ unit buildings. For each, OFM provides the total population in that housing type as well as the number occupied units. OFM reported these data points for each year since 1990.

A further complication occurs because the City provides for multiple housing types in various zones, making it difficult to parse household size to each zoning group. In other words, applying a 1-unit household size to all of a zoning group might under- or overstate the actual capacity that zoning group represents. To account for this, staff has combined the household size for 1, 2, and 3/4 unit buildings into a "middle housing" household size and will use the 5+ unit household size to represent "multi-unit housing" in the City.

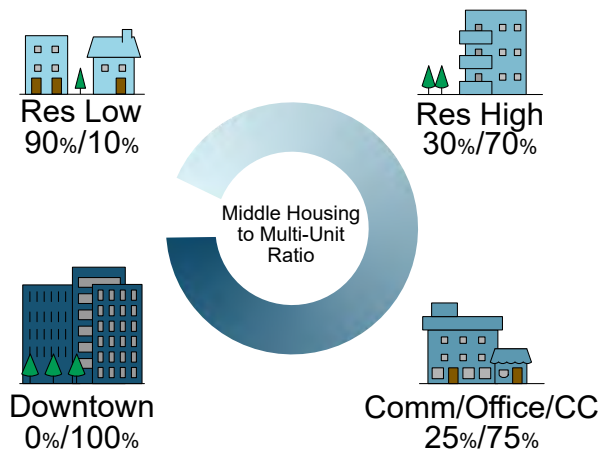
Accordingly, the household sizes shown in **Figure 14** below will be used when calculating population capacity from unit capacity, namely 2.63 people per unit for middle housing and 1.60 people per household for middle housing. This is only slightly elevated from the numbers used in the last round of the LCA in 2015, when the City assumed 2.5 people per household in single- and two-family zones and 1.6 in multi-family zones.

Figure 14: Household Size Trend Analysis for Middle Housing and Multi-Unit

Housing Type	1990	2024	2046	
Middle Housing (1-4 units)	2.50	2.59	2.63	Source: WA Office of Financial Management, POP_HU_PERM_2024 table, <u>Components of Housing Unit Change Extract</u> . Notes: 2046 assumption represents a linear trend created from 1992 to 2024 data for the City of Spokane.
Multi-Unit (5+ units)	1.46	1.59	1.60	

Further refinement of the resulting population capacity is possible when considering that not all of a particular zoning group will develop with one type or the other. Middle housing types are often constructed on smaller lots in higher intensity zones like commercial/office or centers and corridors. Middle housing, per the City's comprehensive plan, is appropriate everywhere housing is permitted and can integrate well into all types of neighborhoods. Accordingly, it is accurate to accommodate for some percentage of middle housing in each zoning group, save for perhaps downtown zones where middle housing development is much less likely. Accordingly, the analysis here assumes differing

Figure 15: Assumed Ratio of Middle Housing to Multi-Unit in Each Density Group



Notes: Indicated ratio is “middle housing” to “multi-unit”. Middle housing denotes 1 to 4 units per structure. Multi-unit denotes 5 or more units per structure.

proportions of middle housing to multi-unit development in each zoning group, as shown in Figure 15 at left. This adjustment will be made mathematically rather than geographically, by applying the two household size assumptions to the proper percentage of all vacant/partially used/underutilized land in those density groups. For instance, the analysis assumes that 90 percent of the vacant land capacity in the residential low zoning group will develop at 2.63 people per unit while 10 percent will develop at 1.60 people per unit.

In essence, for each density group the units of capacity were divided by the ratio in the figure above, multiplied by the persons per household assumption for that housing type, and then added together to find a total number of people each zoning group can accommodate. The results of this

analysis are shown in Figure 16 on the following page, providing the total population capacity for each zoning group, classified by whether that capacity comes from vacant land, partially used land, or underutilized land. As with everything in this section, the following table does not include the capacity represented by the various PUDs in the City. Those will be discussed in a following section.

Figure 16: Unit and Population Capacity by Density Group (Outside PUDs and South Logan)

Classification	Low-Intensity Residential		High-Intensity Residential	
	Units	Population	Units	Population
Vacant	4,927	12,450	3,240	6,186
Partially Used	3,055	7,719	1,567	2,992
Underutilized	147	371	5,064	9,667
	Comm/Office/CC		Downtown	
	Units	Population	Units	Population
Vacant	1,931	3,587	246	393
Partially Used	399	741	249	398
Underutilized	1,323	2,457	453	725
	TOTAL			
	Units	Population		
Vacant	10,344	22,615		
Partially Used	5,270	11,850		
Underutilized	6,987	13,220		

Source: City of Spokane, LCA Analysis, 2024

Notes: Market Factor has been applied to these quantities, as well as commonsense, real-world factors that would potentially affect development capacity, as allowed in the adopted LCA Methodology and documented in this report. Interpolation of this data into smaller geographic areas (e.g. neighborhoods) could introduce significant errors into the results.

As shown in **Figure 16** on the following page, the City currently contains sufficient capacity within lands classified as vacant for nearly 23,000 people. Lands classified as partially used contain sufficient capacity for almost 12,000 more and underutilized lands could accommodate a further 20,000. Most of the city's overall capacity exists in low-intensity and high-intensity residential zones, though capacity exists in some part in all density groups.

It is important to note that while the City has classified lands in all three categories, the available capacity in vacant lands, not counting PUDs, is nearly sufficient to meet the City's 2046 population allocation of 23,357 additional people. Considering all three categories of land, the City contains sufficient land for more than 2.3 times the city's growth allocation.

XII. Capacity in Planned Unit Developments

The calculations provided above do not include the capacity that exists within PUDs in the city. The City has approved more than 100 such PUDs within the City limits, some having been approved quite recently and others have continued to develop since the 1980s. Many of the PUDs approved by the City have completed construction and thus represent no additional residential capacity. However, 17 PUDs contain vacant lands sufficient for additional development.

Residential capacity in PUDs fall into one of two categories:

- Platted Vacant Lots: Many PUDs contain lots that have been fully platted but construction of a home or homes has not begun.
- Tracts and Large Lots: PUDs can also contain large areas that will, according to the preliminary plat or PUD approvals, be platted into individual lots at a later date. Additionally, some PUDs contain large lots that will eventually contain multi-unit developments.

The City has completed a multi-year review of every active PUD in the city in order to determine how much development each was approved for, how much has occurred since, and the remaining development that will occur as the PUD continues to develop. This information was determined by direct review of approval documents—primarily Hearing Examiner decisions—and other sources in the official record. For those PUDs that have changed over time, either through additional approvals or during the final platting process, adjustments in the expected development for each has been made.

Regarding platted vacant lots, these lots are assumed to develop as proposed when platted. Virtually all of these are single-unit lots, thus this analysis assumes a single unit will be placed upon each. In the case of multi-unit tracts, the remaining number of multi-unit dwellings approved by the Hearing Examiner/Planning Director are assumed.

Regarding large lots and tracts, City staff has undertaken a review of each PUD's available documentation to determine how many lots are expected to be platted in these

locations. For single-unit lots, only a single unit is assumed by this analysis (no ADUs, duplexes, etc.). For multi-unit lots, again deference was given to the original Plat or PUD approval. Following this document review and analysis of each individual lot by City staff, the City has determined the capacity represented by the PUDs is as shown in **Figure 17** below.

Figure 17: Planned Unit Development Capacity by Platted and Unplatted Status

Classification	Parcels		Units	Population
	(Count)	Area (Acres)		
Platted Lots	290	90.8	337	843
Unplatted Single-Unit	-	-	1,418	3,545
Unplatted Multi-Unit	-	-	2,808	4,493
TOTAL			4,563	8,880

Source: City of Spokane, LCA Analysis, 2024

Notes: Data in this table is directly sourced from City records and archives for each PUD in the city.

A significant amount of housing capacity resides within the City’s PUDs. However, these areas also tend to represent a limitation on the requirements of House Bill 1110 (2023) and other similar legislation. The state legislature has not passed any regulation that would vacate the numerous covenants and restrictions already placed on properties preventing the development of middle housing like duplexes and ADUs. Because of this, and as a conservative limitation on the capacity of PUDs, the unit counts in **Figure 17** assume that only single-unit homes will be built on single lots.

Multi-unit development is listed in the table, but only in cases where (1) the approval of the PUD specifically lists multi-unit development as a component of the PUD and (2) the remaining undeveloped tracts are sufficient for such development (size, characteristics, etc.). The first condition filters out PUDs where multi-unit development is not specifically approved and the second allows the analysis to weed out PUDs where a multi-unit component was originally approved but subsequent development of the PUD has left the site with little land for such uses. This second situation is common for some long-lasting PUDs, where market forces and the discretion of the property owner/developer has resulted in larger than expected single-unit lots or some areas given over to public use rather than home development. In any case, every attempt has been made to account for real-world limitations on future development.

XIII. Capacity in the South Logan TOD Study

The City of Spokane has been analyzing and considering Transit-Oriented Development (TOD) for several years via multiple avenues. The latest effort on this front included a detailed analysis and various code, zoning, and land use changes around the South Logan Subarea, centered along the Spokane Transit Authority’s City Line and encompassing much of the Logan neighborhood around Gonzaga University and the

Hamilton Street corridor. Throughout 2023 the City prepared a major analysis known as the South Logan TOD Study.

As part of the preparation of the South Logan TOD Study, the City prepared and adopted an Environmental Impact Statement (EIS) under the State Environmental Protection Act (SEPA). The Draft EIS considered the impacts of multiple growth alternatives, which included varying recommendations and actions the City might undertake to support TOD within the study area. The Final EIS was based on the Preferred Alternative, a combination of recommendations and actions from the various draft alternatives, around which the South Logan TOD Study was framed. The analysis within the Final EIS determined the expected number of dwelling units and population that would be accommodated by growth within the study area, provided the recommendations of the South Logan TOD Study were adopted by the City.

On January 29, 2024, a City Council Resolution was passed which adopted the South Logan TOD Study and Final EIS¹⁰. Following this adoption, City Council adopted multiple actions called for in the study, including citywide and area-specific amendments to the SMC, a Planned Action Ordinance of the South Logan Subarea, and a range of zoning and land use changes throughout the study area. The City subsequently adopted the Planned Action Ordinance¹¹ in August 2024. The land use and zoning changes were adopted by ordinance¹² in December 2024.

Because the Final EIS provided a much higher level of specificity and accuracy as to the growth capacity of the study area, greater than the generalized methodology in the LCA could, and because the recommendations of the South Logan TOD Study have now been adopted by the City, the conclusions of the EIS will be relied on when describing the growth capacity in this area.

The South Logan TOD Study Area is shown on the following page in **Figure 18**. All parcels within this area have been pulled from the discussion of capacity in the previous sections of this report, thus they are not included in the tables above and are enumerated separately here. When considering the ultimate development capacity of the South Logan TOD Study Area, the EIS identified the dwelling unit and population capacity shown in **Figure 19**, also on the following page.

XIV. Additional Capacity Potential: Downtown Surface Parking

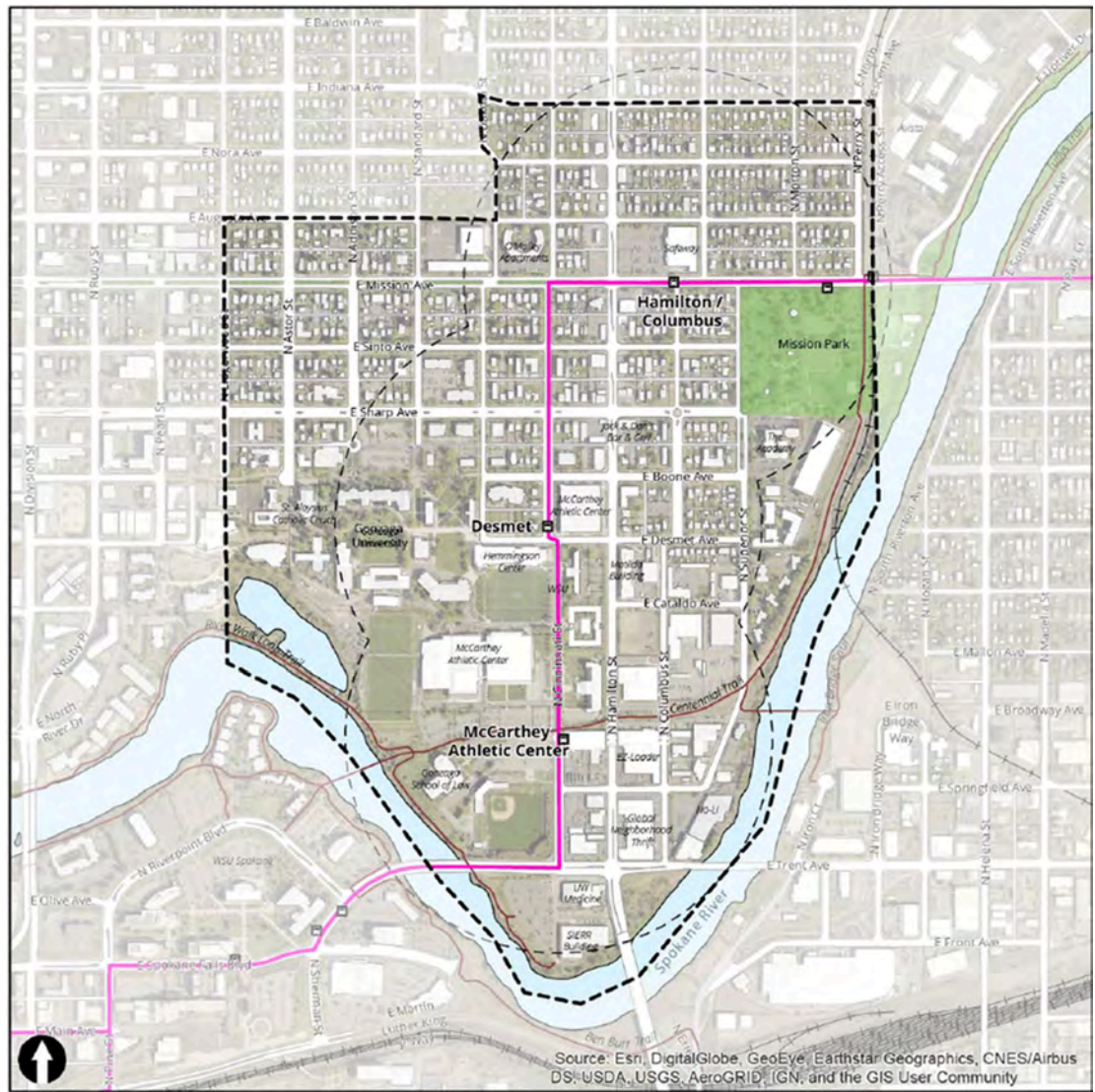
Downtown Spokane serves not only as the center of the City but also of the region. The City's development strategy for many years has been to support and enhance the Downtown development environment. For nearly as long as Spokane has been a city, the downtown has been where development, density, and mixed uses have been focused. Accordingly, the City's current development strategy identifies the downtown as the

¹⁰ *TOD Study and EIS adopted by City Council Resolution RES 2024-0015 on January 29, 2024.*

¹¹ *Planned Action Ordinance adopted by City Ordinance C36554 on August 12, 2024.*

¹² *Land Use and Zoning changes adopted December 2, 2024 by City Ordinance C36614*

Figure 18: South Logan TOD Study Area and Major Features



South Logan Context Map

Updated February 2023

- Study Area
- City Line Route and Stop
- Parks
- Trails
- 1/4 mile from CityLine
- Railroad

Source: City of Spokane (2023, November). South Logan TOD Final Environmental Impact Statement. Figure 1, p. 13.

Figure 19: South Logan TOD Final EIS Capacity

Classification	New Unit Capacity	New Population Capacity
Adopted Code/Map Amendments	2,954	6,735

Source: City of Spokane, South Logan TOD Final Environmental Impact Analysis. Retrieved online from <https://my.spokanecity.org/projects/south-logan-transit-oriented-development-project/>

Regional Center where development standards allow for the highest structures and the greatest range of potential uses anywhere in the City. Over time, many of the historic downtown structures have been demolished, only to be replaced by surface parking lots. As the City's development strategy calls for the highest densities and most intense residential, commercial, and office uses to be in the City's Regional Center, the presence of numerous surface parking lots points to a potentially untapped opportunity.

The City has adopted three Downtown Plans since the original adoption of the current Comprehensive Plan in 2001. All three Downtown Plans, themselves a part of the overall Comprehensive Plan, have identified surface-level parking lots as a major issue downtown. The City went so far in 2009 as to adopt a new Downtown section in the SMC which, in part, prohibited the placement of any new surface lots in the downtown core¹³. Most recently, the City adopted the "Pavement to People: A Downtown Housing Incentive" Ordinance that seeks to incentivize redevelopment of surface lots downtown into housing¹⁴. This program waives sales and use tax on new construction on any surface parking lots downtown.

In summary, it is a well-established idea that surface lots in the City's downtown represent significant potential development capacity. As described above, and expanded upon in Appendix A to this report, the City expects up to one-third of development downtown to be residential in nature. Accordingly, if surface lots downtown were to redevelop to some degree, a similar proportion of residential capacity could result. However, surface lots with significant improvements upon them (lighting, paving, curbs, kiosks, etc.) may not have been classified as either vacant, partially-used, or underutilized per the adopted LCA methodology.

In an effort to determine how much capacity may be untapped downtown, City staff undertook a detailed analysis of downtown properties and some areas adjacent to the downtown where it is commonly understood that downtown-like growth might be appropriate (e.g. the north bank and the lower south hill or 'medical district'). Staff took advantage of recently taken aerial photography to determine where surface lots can be found downtown and then augmented that information via recent permit data for demolitions and construction.

Each surface parking lot was identified in the study area following which staff used geo-analysis tools to determine the acres of parking lot on each parcel. In many cases, the entire parcel was taken up by surface parking, but staff also identified and quantified surface lots that took up only a portion of the parcel. The result was a table of surprising scale, encompassing 1,223 parcels downtown that contained at least some surface parking. As there currently exist 2,730 parcels in the study area, more than 44 percent of downtown parcels contain surface parking. Of those, 459 parcels were entirely taken up with surface parking lots, providing no other use or capacity to the city. Accordingly, surface parking lots in downtown Spokane may be taking a significant amount of

¹³ *Adoption of SMC 17C.124 Downtown Zones by Spokane Ordinance C34522, adopted December 14, 2009.*

¹⁴ *Adoption of SMC 08.07D by Spokane Ordinance C36357, adopted February 27, 2023.*

residential capacity away from the City.

An important factor, however, is that some of these parcels have already been classified in the LCA process, described earlier in this report, and shouldn't be double counted here. Of the 1,223 parcels identified by this analysis, 434 were already classified as either vacant, partially used, or underutilized in the LCA analysis. Thus, these 434 parcels have already been accounted some amount of residential development capacity and should not be counted here. That leaves 789 parcels, wholly or in part, that could provide additional residential capacity downtown if redeveloped.

For those additional 789 parcels, potential residential capacity can be found in varying amounts, provided those surface lots were to redevelop. **Figure 20** below summarizes the characteristics of those 789 parcels, including their area and whether they contain only surface parking or some other use. To this area, the same assumptions used for downtown parcels within the LCA were applied to determine a theoretical capacity in both units and population for those parcels. These assumptions included the following: (1) only one-third of new downtown projects would be residential in nature, (2) downtown residential development would average 44.4 units per acre, (3) 30 percent of the potential would not be realized because of market factors, and (4) all downtown development would be multi-unit in nature with a population capacity of 1.60 people per unit. As shown in **Figure 20**, there could be an additional 4,488 units of capacity lost in the downtown area to surface parking lots.

Figure 20: Surface Parking Lots in Downtown and Vicinity (Parcels Not Already in LCA Analysis)

Type	Parcels (Count)	Area of Parking (Acres)	Potential Unit Capacity ¹	Potential Population Capacity ²
Entire Parcel is Surface Parking	140	37.5	388	622
Part of Parcel is Surface Parking	649	233.3	2,417	3,866
TOTAL	789	270.8	2,805	4,488

Source: City of Spokane, LCA Analysis, 2024.

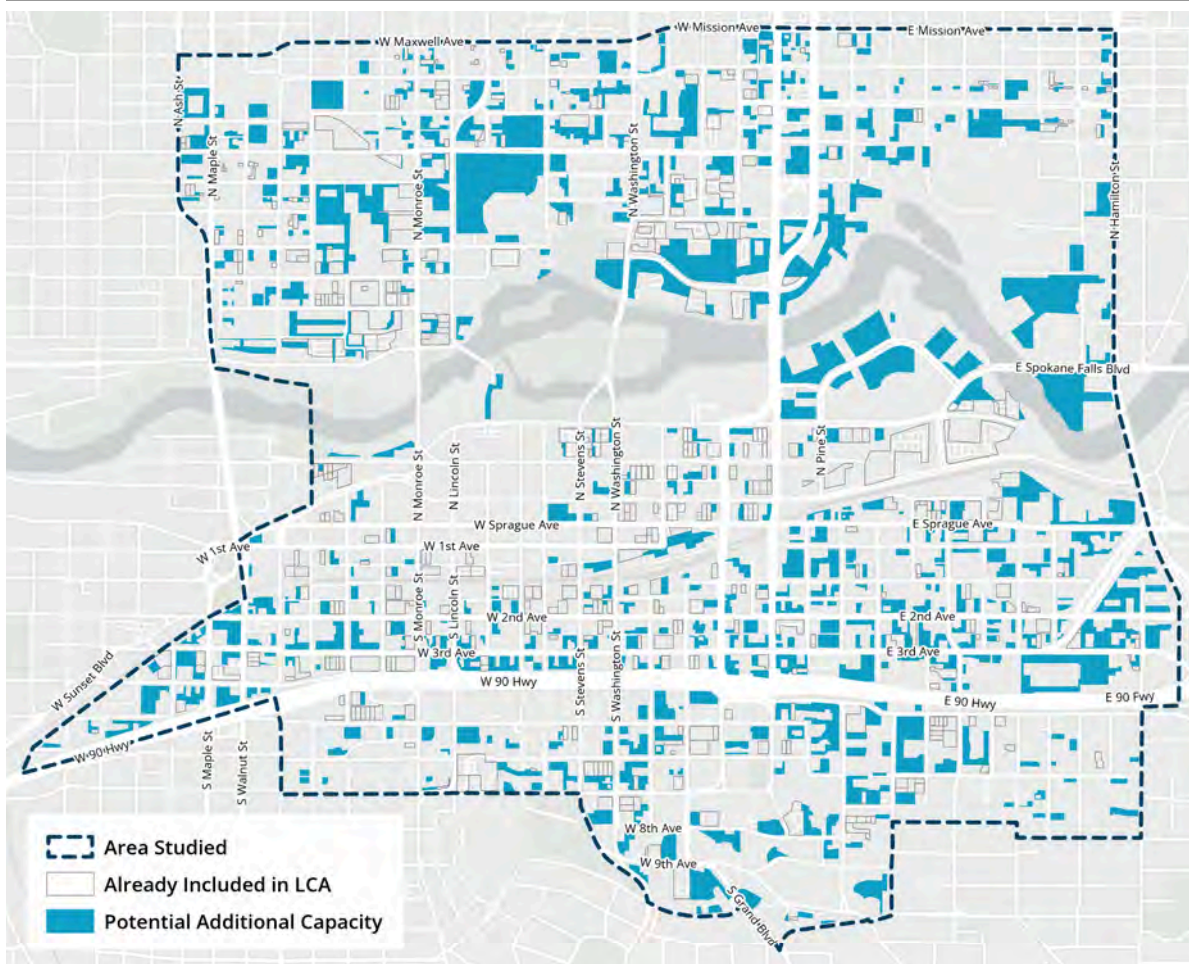
Notes: 1. Unit capacity is calculated according to LCA assumptions (1/3 is residential, 44.4 units per acres, 30% removed for market factor).

2. Population capacity is calculated according to LCA assumptions (all development is multi-unit, 1.60 people per unit).

For reference, **Figure 21** on the following page is provided, showing the location of all surface lots identified as part of this study. Those parcels that have already been considered in the normal LCA process are shown in outline. Parcels that were not captured by the LCA analysis are shown filled in, providing a good approximation of downtown surfaces lots that might provide additional capacity above and beyond what is identified in the LCA.

It is not expected that all surface parking could ever be eliminated from downtown Spokane. The reality is that some surface parking is inevitable when parcels are developed and redeveloped. However, it is also important to identify the possible capacity that could be tapped by the City if regulations or incentives were applied to make continued use of surface lots for parking less attractive to property owners and developers.

Figure 21: Surface Parking Lots in the Downtown Area



Source: City of Spokane, LCA Analysis, 2024. Surface lots were identified via a survey of Aerial Photography taken in Spring 2024.

Of course, the need for parking in downtown Spokane is not going away in the foreseeable future. However, parking needs *can* be addressed through structures and other solutions that take up less land and that leave space for other uses like residential units. Additionally, while the analysis here shows almost 4,500 units of possible capacity downtown, redevelopment of parcels where only some of the parcel contains surface parking is considered much less likely. The capacity existing downtown in surface lots is probably closer to the parcels that are entirely occupied with parking, pointing to a capacity closer to 388 units or 622 persons. Still, this number is not insignificant and should inform policy decisions moving forward.

XV. Dissemination and Use of the LCA

All told, the analysis above has taken multiple years and the efforts of numerous City staff, as well as frequent and repeated coordination between all the other regional jurisdictions and agencies. The entire analysis has been conducted as carefully and thoroughly as possible given the time and resources allotted, and the result can be relied upon as the best available estimate of capacity in the City of Spokane. This analysis, along

with many other efforts and studies, will inform the City during the 2026 major update to the City of Spokane Comprehensive Plan.

With the completion of this report, the City of Spokane has met the requirements of RCW 36.70a et seq. as it pertains to determining the City contains sufficient land capacity to accommodate expected growth within the planning horizon. Regional agencies and other jurisdictions may provide comments on this report. However, in accordance with RCW 36.70A.115, this Land Capacity Analysis is a City responsibility.

XVI. Summary Results

The City of Spokane must determine if the City, in its current boundaries and utilizing the current policy and zoning requirements, can accommodate expected growth between now and 2046. As currently allocated, the City should expect to accommodate at least 23,357 more residents between 2023 and 2046.

The end results of the analysis in this report are shown in **Figure 22** below. This table brings together all of the various figures and analyses presented in this report. No modification has been made to the numbers previously presented.

Figure 22: Summary Results - City of Spokane Capacity for Additional Population and Dwelling Units

Classification	Dwelling Unit Capacity	Population Capacity
Vacant, Outside PUD/Subarea	10,344	22,615
Partially Used, Outside PUD/Subarea	5,270	11,850
Underutilized, Outside PUD/Subarea	6,987	13,220
SUBTOTAL - OUTSIDE PUD/SUBAREA	22,600	47,686
Platted, PUD	337	843
Unplatted, PUD	4,226	8,038
South Logan TOD Subarea	2,954	6,735
SUBTOTAL - PUD & SUBAREA	7,517	15,615
GRAND TOTAL	30,117	63,301

Source: City of Spokane, LCA Analysis, 2024.

Notes: This table is a summary of the detailed analysis within this report. Many factors not apparent in this table went into the data presented. The potential capacity represented by surface parking lots in the downtown area are not included in this table, thus the overall capacity of the City may be larger than what is presented here.

The size of the city (more than 69.5 square miles) requires the use of generalized assumptions. A parcel-by-parcel review is not possible, nor can a single graphic depict accurately every portion of the city that provides additional residential capacity. However, the following pages contain maps showing the entirety of the City, as well as the status of various vacant, partially used, and underutilized parcels. Additionally, current PUDs and the South Logan TOD Subarea are depicted. Use or consideration of these maps is for reference only, as they do not tell the whole story of capacity in the city. For example,

some parcels identified as vacant, partially used, or underutilized may still represent zero capacity. Furthermore, the scale of these maps is such that many parcels are too small to appear, where others may exist alongside other parcels where the differentiation between them isn't evident.

With these limitations in mind, the end of this report includes four maps showing the classification of all parcels in the City. Note that some classified parcels contain zero capacity, but are still shown on the map (e.g. underutilized parcels where the improvement value is greater than four times the land value represent zero capacity, but are still shown on the map as underutilized).

XVII. Non-Residential Capacity

The primary function of the LCA is to determine residential capacity (both housing units and population), but this is only part of the story when it comes to development capacity in a city. Non-residential capacity should be considered as well. Unlike population and housing, there are no Spokane County forecasts for commercial or industrial demand between now and 2046. Because of this, it's impossible to determine *how much* capacity is required to accommodate growth. Regardless, this section will attempt to quantify the amount of land available for non-residential development, in hopes that ongoing efforts for updating the City's Comprehensive Plan will help determine the demand for such lands.

Various zones in the city can be handled differently in this analysis, according to the requirements of the SMC (zoning code) and the assumptions in the LCA. Details follow:

Residential Zones

When determining commercial and industrial capacity, all lands zoned exclusively for residential uses can be discounted. While some non-residential uses are allowed in these areas, such as churches or community services, they don't typically occur in sufficient quantities to require direct analysis. Thus, the non-residential lands discussed here will exclude all areas zoned RA, R1, R2, RMF, or RHD.

Commercial, Office, Centers & Corridors, and Downtown Zones

For the purposes of this analysis, some of the assumptions used for residential development in the LCA can be used to determine capacity for non-residential uses in the same zones. In general, the LCA assumes that 1/3 of all future development in commercial, office, centers and corridors, and downtown zones will be residential in nature. Thus, non-residential capacity can assume that 2/3 of future development will be non-residential in nature. To that end, all classified parcels in these non-residential zones will assume that 2/3 of the land is available for non-residential development.

Industrial Zones

The SMC provides for some residential development within Light Industrial zones, provided it is within one quarter mile of the river. However, for the purposes of the LCA

the LCA assumes that 100 percent of development in Industrial Zones is non-residential in nature. Naturally, as Heavy Industrial zones do not allow for residential development, they are assumed to provide entirely non-residential capacity.

A Note on Airport Areas

The City of Spokane contains two major airports, managed cooperatively by the Spokane Airport Board whose members include City of Spokane and Spokane County representatives. These facilities are classified as Essential Public Facilities under state law and are thus worthy of protection from encroaching uses that might limit their operation. To this end, the SMC limits residential development within certain impact areas around both airports. Naturally, these areas were included in the LCA but classified properties within these areas were assumed to provide zero capacity for residential development. This same limitation is not true for non-residential development, in that many types of non-residential development can be placed within these airport protection areas without detrimental effects on airport operations. In fact, many different non-residential uses can enhance the operation of airports and help to strengthen their place in the local development environment.

While residential development is not expected in airport overlays in the LCA, these areas *are* included in the non-residential capacity discussion here. Accordingly, classified properties shown next to airports (see maps at the end of this report) might not contribute to residential capacity but these parcels do contribute to non-residential capacity.

Summary of Non-Residential Development Capacity

The summary table (Figure 23) on the following page provides an accounting of all vacant, partially-used, and underutilized parcels within the City, according to the assumptions above. This table does not include any development potential (such as square footage of buildings), nor is an overall capacity for non-residential development available for the entire city at this time. Accordingly, only the number of parcels and the acres of each area are included in the table. Additional analysis will be required in other reports and analyses to determine how much land is enough to accommodate future non-residential growth.

XVIII. Final Conclusions

The ultimate results of this analysis are that the City of Spokane currently contains sufficient lands to accommodate residential growth between now and 2046. The City can expect 23,357 additional residents by 2046. Given all the various factors and assumptions in the LCA, the City has current capacity to accommodate 69,484 people, far above expected growth. As for dwelling units, while the region continues to determine the required housing allocation for each jurisdiction, City of Spokane

included, the City has sufficient capacity for 33,388 dwellings. This exceeds the current maximum number of units the City expects to be allocated (approximately 22,359 units)¹⁵. Accordingly, the City has met the capacity requirements of RCW 36.70a et seq.

Figure 23: Non-Residential Capacity by Density Group (Outside PUDs)

Commercial/Office/CC				
Classification	Parcels (Count)	Total Area (Acres)	Buildable Area (Acres)	Capacity Area¹ (Acres)
Vacant	665	391.74	378.5	176.6
Partially Used	84	399.3	136.4	63.7
Underutilized	1,212	247.1	237.4	110.8
SubTOTAL	1,961	1,038.1	752.2	351
Downtown				
Vacant	94	28.7	23.1	10.8
Partially Used	32	49.9	40.2	18.8
Underutilized	192	44.0	42.7	19.9
SubTOTAL	318	122.6	106.0	49.5
Industrial				
Vacant	392	732.7	716.9	476.6
Partially Used	89	316.0	178.4	119.1
Underutilized	268	86.1	84.7	55.5
SubTOTAL	749	1,134.8	980.0	651.2
TOTAL				
Vacant	1,151	1,153.0	1,118.4	664.0
Partially Used	205	765.3	355.0	201.5
Underutilized	1,672	377.2	364.8	186.2
TOTAL	3,028	2,295.5	1,838.2	1,051.7

Source: City of Spokane, LCA Analysis, 2024

Notes: Market Factor has been applied to these quantities, as well as commonsense, real-world factors that would potentially affect development capacity, as allowed in the adopted LCA Methodology and documented in this report. This result is theoretical and at a macro-scale. Interpolation of this data into smaller geographic areas (e.g. neighborhoods) could introduce significant errors into the results.
 1. Capacity Area represents 70 percent of the total buildable area.

¹⁵ The regional process for determining each city’s allocation for housing under the requirements of House Bill 1220 and RCW 36.70a.070 is not yet complete. Thus, the analysis in this report does not explore those requirements further. The maximum amount mentioned herein represents the highest total allocation currently under discussion at the regional level.

Figure 24: LCA Classification Maps - Northwest Quadrant

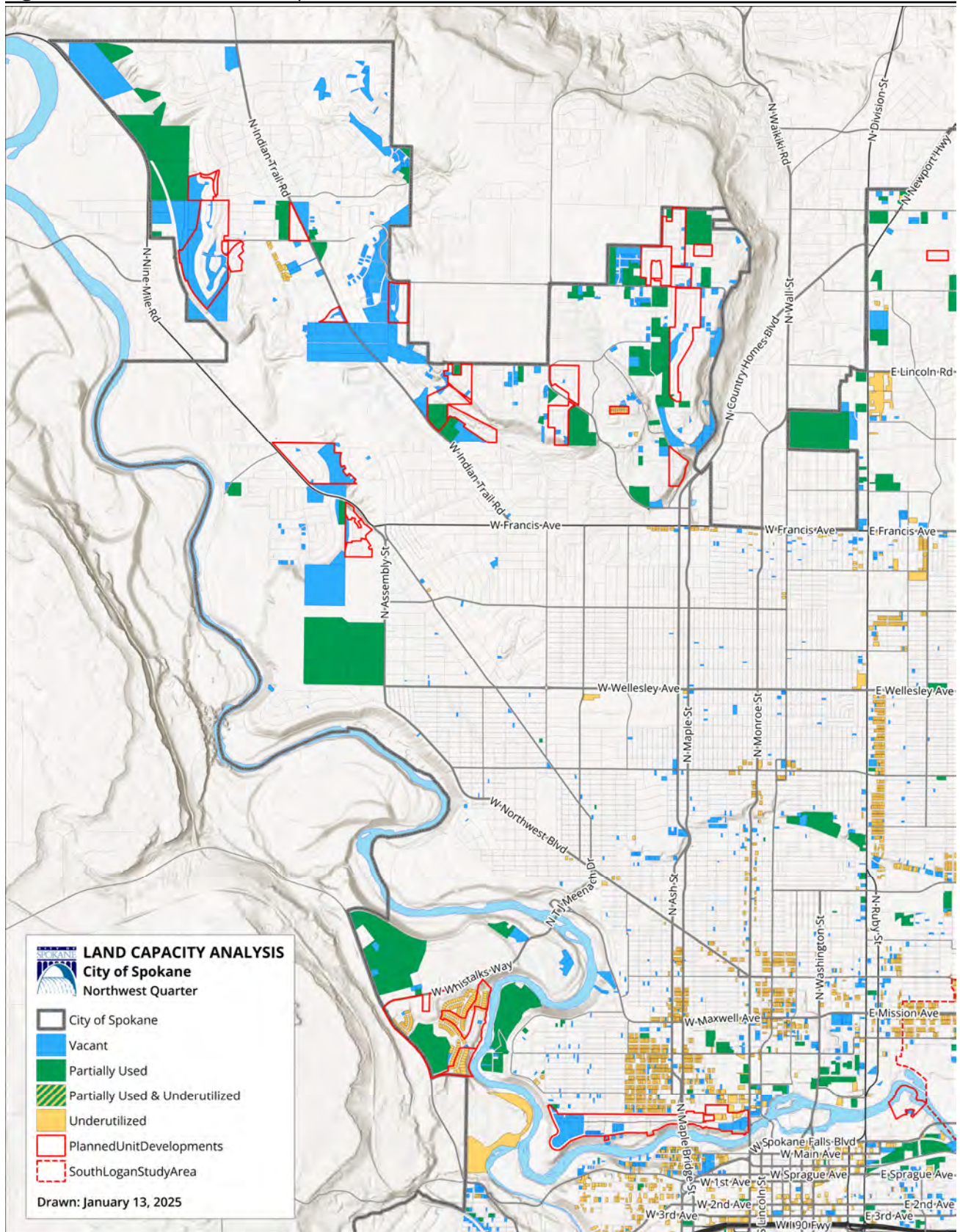


Figure 25: LCA Classification Maps - Northeast Quarter

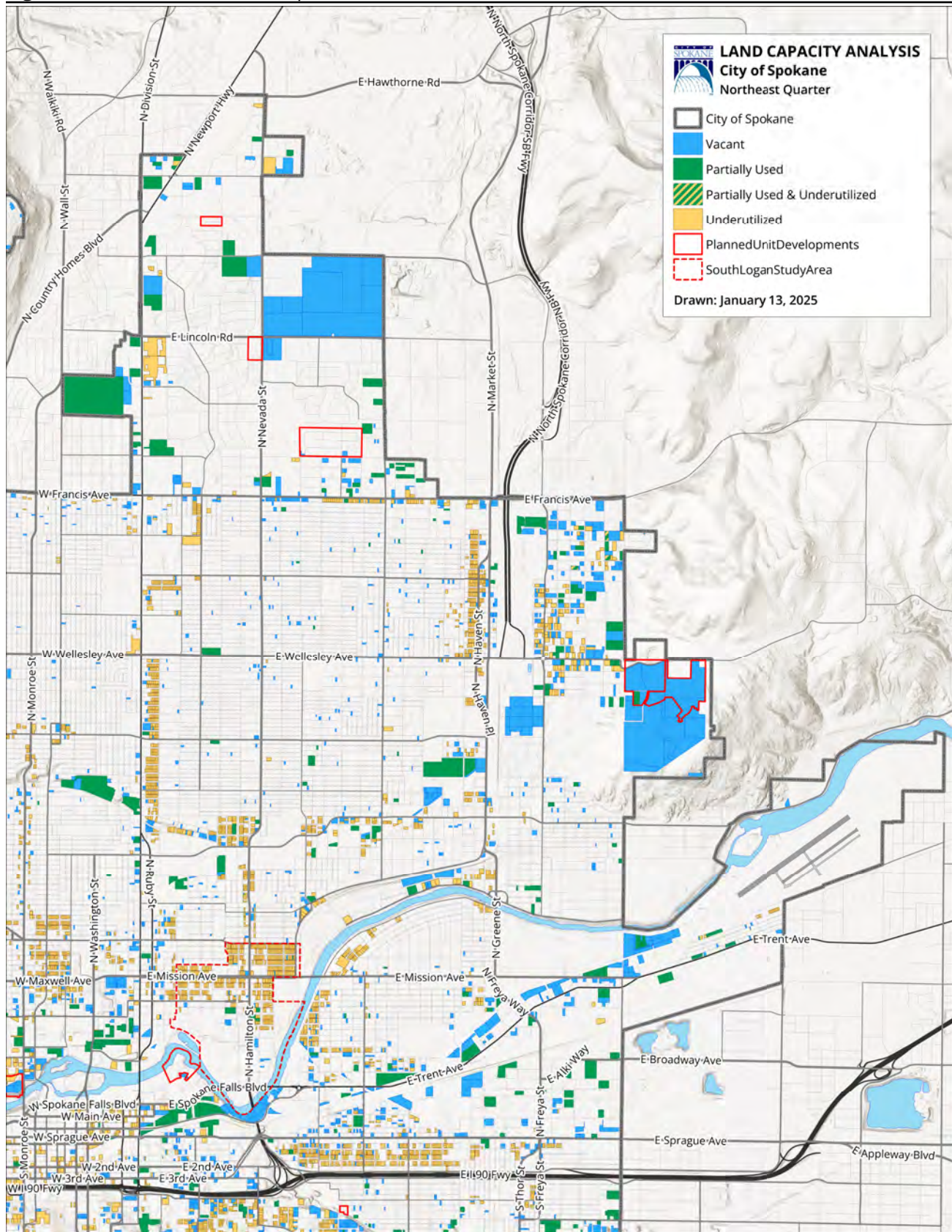


Figure 26: LCA Classification Maps - Southwest Quadrant

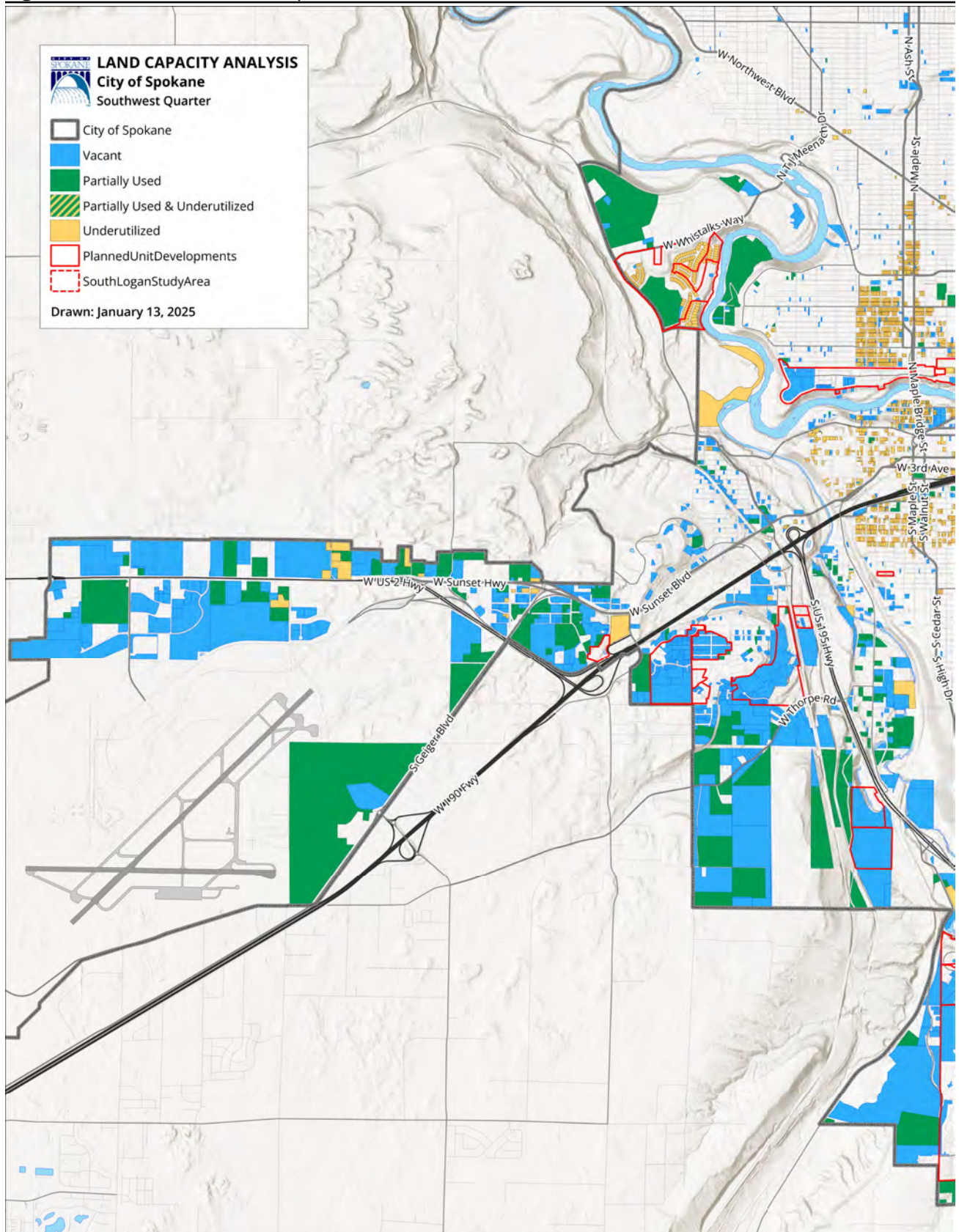
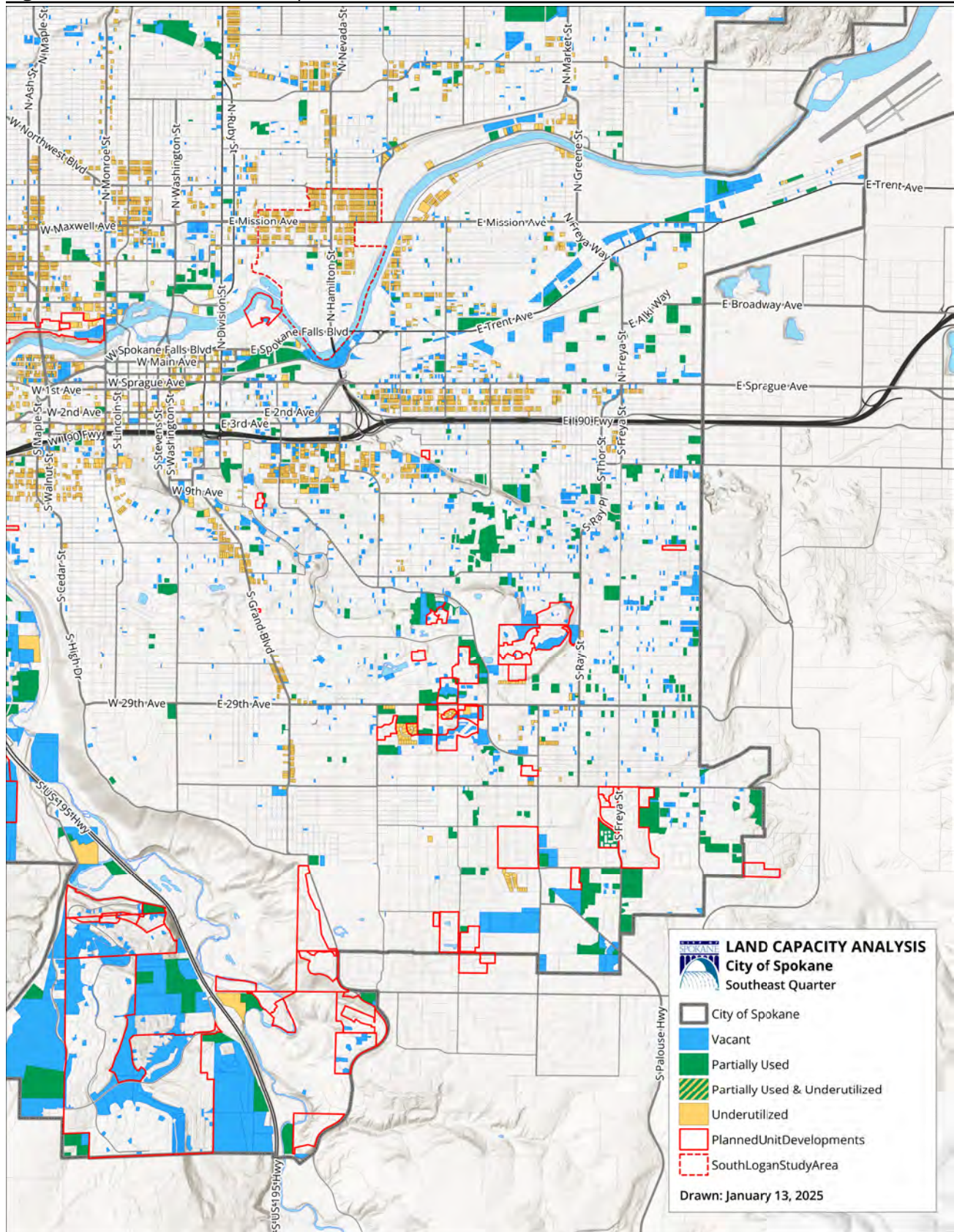


Figure 27: LCA Classification Maps - Southeast Quarter





Appendix A: Residential Density Assumptions



Briefing Paper

LCA 2025: Proposed Residential Density Assumptions

Department of Planning & Economic Development

Overview

The Land Capacity Analysis (LCA) seeks to answer a relatively easy question, “Does the city contain sufficient land capacity to accommodate expected growth in the city within 20 years?” To answer the question, the LCA will apply a series of common-sense and (when possible) data-informed assumptions to determine how many additional people the city can accommodate in that time, essentially by determining how many dwelling units could be developed given the existing inventory of vacant, partially used, and underutilized land in the city. The population allocation for the City of Spokane is 23,357 additional residents by 2046.

This paper summarizes the residential development environment in the City of Spokane and proposes some assumptions that might be applied to vacant, partially used, and underutilized lands in the city.

Residential Lands in Spokane

Lands identified by the LCA include three categories, distinct from unbuildable areas like steep slopes and water as well as public lands and areas earmarked for other purposes. These categories are:

Vacant—generally undeveloped land with limited improvements on site.

Partially Used—Large occupied/developed lots with sufficient undeveloped portions to be further subdivided, if the owner desires it.

Underutilized—Developed properties where the existing use is less intense/dense than for what the property is zoned, such as a single-unit house zoned for multi-unit residential development.

Low Intensity Residential Density

The primary focus of the LCA is residential, thus the assumptions used to determine development capacity are more detailed when it comes to Residential than may be assumed for commercial or industrial development. According to the City’s current zoning schema, residential capacity analysis should consider at least two levels—lower intensity residential (one-unit structures and middle housing) and higher intensity residential (5+ units per structure).

When it comes to low intensity residential uses, it is helpful to first understand that most of the existing development in the city is comprised of single-unit residential structures. The largest land

use in the city by land area is single-unit residential homes, occupying more than 11,600 acres of the city (60,356 parcels). The following table (**Table 1**) provides some general information on the net density citywide for these single-unit parcels. See **Figure 1** at the end of this briefing paper for a general depiction of where those single-unit residential uses are located.

Table 1: Net Density Summary: Existing Single-Unit Residential

Total Acres	Parcels	MAXIMUM Density ¹ (du/ac)	AVERAGE Density ¹ (du/ac)	MEDIAN Density ¹ (du/ac)	MINIMUM Density ¹ (du/ac)
11,648	60,356	35.6	6.1	6.2	0.1

Source: City of Spokane, Planning & Economic Development, Geographic Information Systems, 2024.

Note: ¹ All densities are “net,” calculated according only to the individual parcel area. Rights-of-way, street frontage, and other “non parcel” areas are not included in the calculation.

As shown in **Table 1**, single-unit residential density varies widely throughout the city. Highest density parcels are generally the oldest, being located nearest the river, while the lowest density parcels are found in relatively “rural” areas in Grandview Thorpe and Latah, where the character remains largely what it was then those areas were annexed decades ago.

While the Comprehensive Plan does not mandate a density range for areas of “Residential Low” land uses, a range of assumed densities is described for planning purposes. Those densities range from 4 to 10 dwellings per acre¹. Past residential development, with an average existing development density of 6.1 (see **Table 1**), appears to conform on average with the expectations of the Comprehensive Plan.

Because single-unit residential density varies so widely in the City however, utilizing the average density is an insufficient indicator of future capacity throughout *all* parts of the City. To explore possible adjustments to residential density to account for the location in the City, and in consideration of the fact that new development in one area tends to conform to the existing pattern of past development, staff summarized net single-unit residential density in each surveyed Section of the city, and found the average single-unit net density in each Section.

Because some Sections do not contain *any* existing single-unit residential while other Sections include only a tiny portion of the city, the resulting average density can be missing or unduly skewed in some Section. Interpolation is necessary to mitigate this. To interpolate these Section-by-Section densities to cover the entire City, an areal interpolation was creating using ArcGIS Pro software. An areal interpolation takes limited geographic data and applies mathematical methods to interpolate values for areas with no data (Sections with no single-unit residential development) and to even out the effect of Sections with limited City land within them. The result of this interpolation is shown in **Figure 2** at the end of this document.

As **Figure 2** indicates, the highest single-unit densities are found in the city’s core, namely in the Emerson/Garfield, West Central, Peaceful Valley, and Browne’s Addition neighborhoods. Secondary nodes of higher average density (10 units/acre) can be found in the Shiloh Hills and Hillyard neighborhoods. The lowest densities are found in the West Hills, Grandview Thorpe, and Latah/Hangman neighborhoods as well as in parts of North Indian Trail and Five Mile. A notable

¹ Comprehensive Plan, Chapter 3, Land Use, p. 3-45

exception is the portion of Latah/Hangman containing the Eagle Ridge and Qualchan developments, where single-unit residential density rises to 7 units/acre. Considering the wide range of densities existing throughout different parts of the city, it seems reasonable to apply a factor to any assumptions for future development that will account for this. In general, the City should assume that low intensity housing near the core will be at a slightly higher density than it will be at the edges.

The interpolation shown in **Figure 2** was generated mathematically, thus that map is ignorant of on-the-ground conditions such as topography, water, and known situations where standards are actively changing (e.g. the South Logan TOD Study Area). Accordingly, **Figure 2** was adjusted by staff to create a proposed “Assumed Residential Density” that would apply to low-intensity residential areas in the LCA, resulting in the proposed assumed densities shown in **Figure 3**. Any vacant low-intensity residential lands—those not inside a valid Planned Unit Development (PUD)—would be assumed to develop at a range of densities depending on location, from as low as four units per acre to as high as eight.

In the case of PUDs, the amount of land remaining to be platted coupled with the original number of units approved for the PUD will be used instead. In other words, the analysis will assume the PUD builds out as it was approved.

Effect of BOCA/BOH on Residential Density

The City has recently adopted significant changes to its density and residential standards through two projects, the Building Opportunity and Choices for All (BOCA) interim ordinance and the permanent Building Opportunity for Housing (BOH) ordinance. While these have changed the way the City’s Comprehensive Plan and Municipal Code handle low intensity residential development in the city, it would be inaccurate to say that the density of development has risen precipitously in the short time since those ordinances were passed. Only two and a half years have passed since these ordinances were adopted. In that time, fewer than 40 projects have been permitted that were directly related to, or enabled by, BOCA and BOH. For example, in 2022 only 3.4 percent of all middle housing permits (4-unit developments and below) were flagged as being related to the BOCA/BOH changes. In 2023, 7.4 percent of middle housing permits were flagged as such.

That isn’t to say that BOCA and BOH had no effect, nor is it evidence that those ordinances have “failed,” as is sometimes asserted by others. Rather, there are mitigating factors that result in modest changes in these first few years, such as:

- Time is required for developers, owners, financial institutions, and others to become comfortable with the changes.
- Projects permitted today have often been planned and designed years before, leading to a multi-year lag projects as change to meet new expectations.
- A majority of the city is already developed, limiting the immediate effects of BOCA/BOH to mostly small infill projects.

It will be some time before enough infill occurs in the City to generate sufficient data on the effectiveness of BOCA/BOH. Accordingly, staff feels it is premature to rely on the effects of BOCA/BOH when determining residential capacity in the City of Spokane, *for now*. Staff recommends that the LCA not rely on any “bonus” capacity that would result from BOCA/BOH at this time. However, when the City revisits residential capacity in five years, as required by the

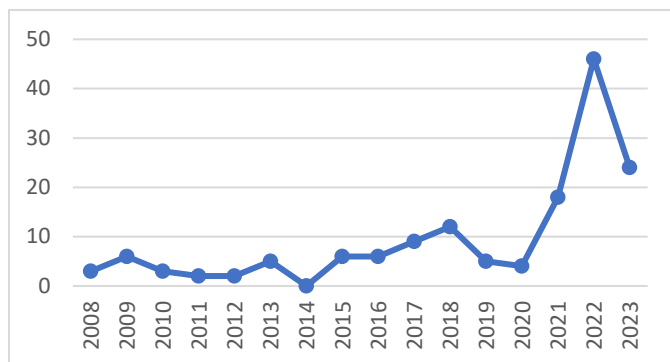
Growth Management Act, staff *strongly* recommends that the City analyze and consider how BOCA/BOH has affected the density and capacity for residential projects in the city and adjust their calculations accordingly at that time.

Effect of ADU Code Changes

Accessory Dwelling Units (ADUs) cannot be ignored when considering future residential densities versus those seen historically in the City of Spokane. Numerous recent legislative changes at the State level, as well as multiple efforts by the City of Spokane, have changed the ADU development environment significantly, making ADUs much easier to permit and much more likely to be built.

As seen on the chart at right, the number of ADUs permitted each year has risen steeply in recent years. While 2024 is not yet over, the City has already permitted more than the average number of ADUs. Additionally, recent elimination of parking minimums in the city and other corrections and adjustments to the Residential section of the Spokane Municipal Code (SMC 17C.111) are expected to make ADU development more common.

Chart 1: ADUs Permitted by Year



For the purposes of the Land Capacity Analysis, however, there are a few moderating factors to keep in mind. Firstly, while ADU permits have risen significantly, the overall number of permits issued each year has also risen. Accordingly, while ADUs made up approximately 0.8 percent of City permits in 2014, the percentage rose only slightly to 2.0 percent in 2022 and 2023. Development of ADUs as a percent of overall residential permits has risen, but not enormously. Additionally, when considering residential capacity, the City must accept that much of the remaining low-intensity residential capacity is tied up in PUDs with covenants and other restrictions that prevent the development of ADUs. Until the State acts to make such restrictions illegal, much of the city's remaining vacant land cannot accommodate ADUs, no matter whether they are allowed by the SMC or not.

Further complicating matters, ADUs are not restricted to new development on vacant parcels. Many ADU units are constructed on parcels with existing homes or other residential development. As such, the LCA cannot assume that development on vacant parcels represents an accurate estimate of future ADU permits and capacity. With this in mind, rather than attempt to assign a percentage of vacant parcels expected to develop with ADUs, the City should instead consider the current trend of ADU permits and conservatively assume that this trend continues. Assuming that the City can expect approximately 30 ADU permits per year, over the 20 year horizon the City should expect 600 ADUs within that time period.

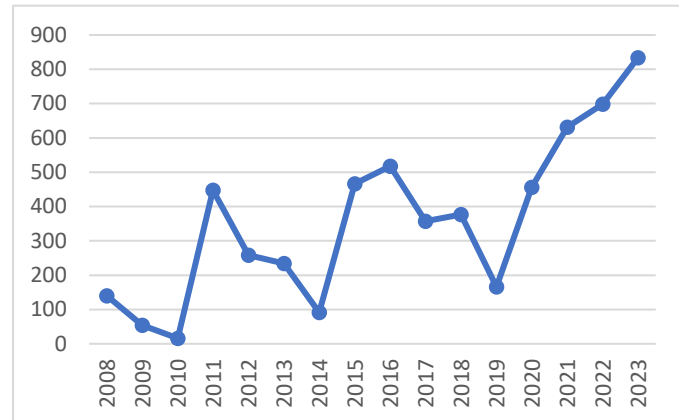
As with the effect of BOCA/BOH discussed earlier, staff strongly recommends that the City continue to track and analyze ADU permits. This analysis should be conducted with an eye towards refining the City's assumptions at the five-year growth check required by GMA.

Higher Intensity Residential Development in Residential Zones

In prior rounds of the LCA, the City utilized historic multi-unit permitting to inform what densities the City might see in the next 20 years in higher intensity residential areas. Staff recommends the same approach this time, especially as the number of multi-unit structures permitted in the City continues to rise.

Strictly in terms of units permitted, the chart at right shows the number of units in 5+ Unit structures permitted each year since 2008. While high intensity residential development is naturally cyclical, having years of high activity followed by one or more years of lower numbers, the multi-year average number of units is rising. In 2017 the five-year average for high-intensity permitting was 183 total units. In 2023 the five-year average had risen to more than 550 total units.

Chart 2: Units in 5+ Unit Structures Permitted by Year



To apply permitting data to the LCA, however, the amount of land occupied by those developments must be considered as well. To determine this, staff ran a report of all residential permits issued and/or completed prior to April 1, 2024 and geolocated them using ArcGIS Pro. Then the area of the parcel(s) occupied by the development was measured and a net density calculated for each one. Some hand adjustment to the density calculated for each project was required to account for pre-existing development as well as known areas that were undevelopable to begin with, such as steep slopes and wetlands on individual sites.

Multi-unit (5+ unit) development in the past five years totaled 3,102 new units, 1,605 of which have been completed as of September 10, 2024. **Table 2** below provides summary data only for units completed in the past five years.

Table 2: Net Density Summary: Five Year Completions, Multi-Unit Residential (5+ Units per Project)

Total Acres	Parcels	MAXIMUM Density ¹ (du/ac)	AVERAGE Density ¹ (du/ac)	MEDIAN Density ¹ (du/ac)	MINIMUM Density ¹ (du/ac)
105	82	209.1	43.7	29.0	10.7

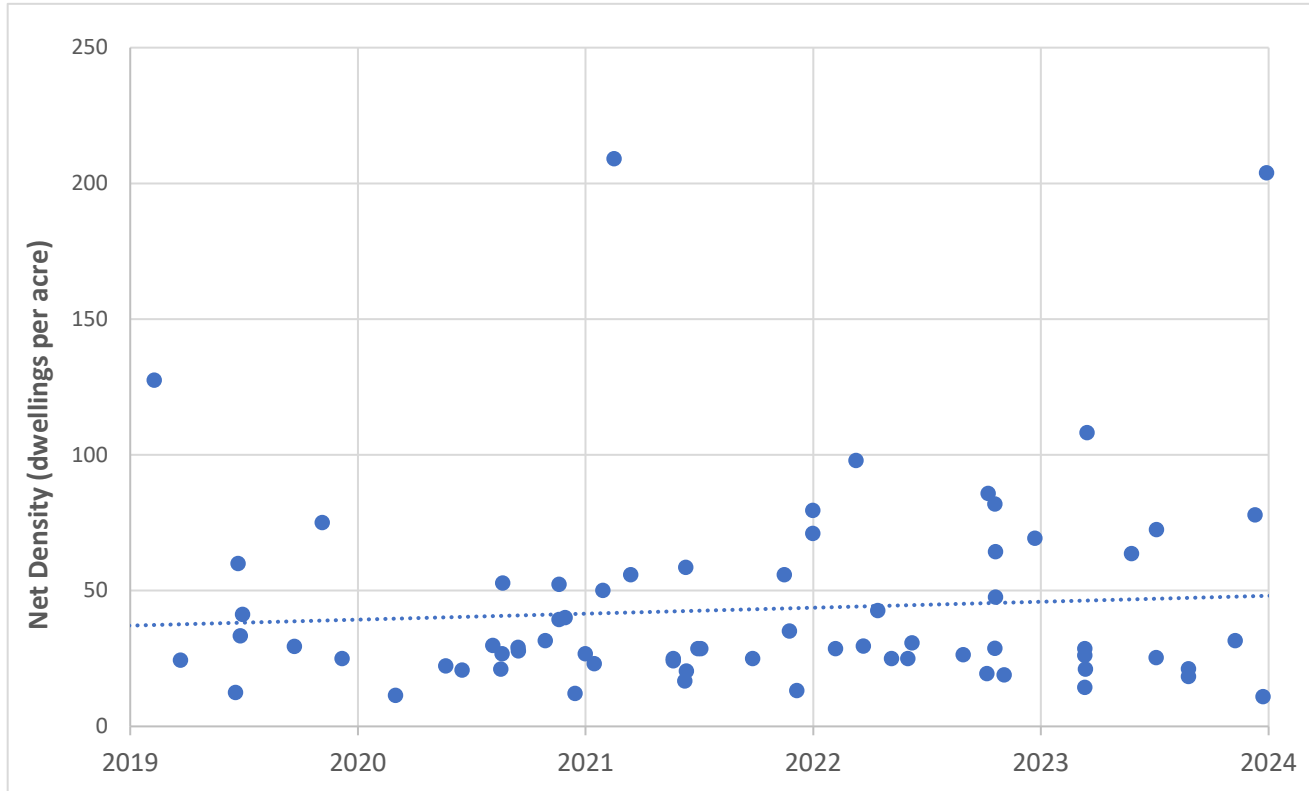
Source: City of Spokane, Planning & Economic Development, Permitting Data.

Note:¹ All densities are “net,” calculated according to only the parcel area. Rights-of-way, street frontage, and other “non parcel” areas are not included in the calculation. Additionally, some parcel areas have been adjusted manually to account for known unbuildable areas and other factors such as multiple phased development on a single parcel.

While the *number* of units overall has increased in the past five years, the LCA should consider whether the density is growing or shrinking over time as well. To this end, the following chart (**Chart 3**) provides a scatter graph of the density of each of the projects in **Table 2** (charted over time) and a linear trend line. The density shown in **Chart 3** represents net density by not accounting for streets, utility corridors, and frontages in the Right-Of-Way.

The slope of the resulting trend for density over time indicates that density per project may rise, but only slightly through the planning horizon of twenty years. To provide a conservative analysis in the LCA, however, staff recommends using a flat average density with no increase over time.

Chart 3: Density of Multi-Unit (5+ Unit) Residential Development 2019-2024



Source: City of Spokane, Planning & Economic Development, Permitting Data.

Note: Each dot represents a single project from Table 2 above. The dashed line represents a linear trend line.

Because multi-unit development during the previous five years in higher intensity zones in the city has been well distributed geographically, staff does not recommend any change to that average density based on location (unlike low-intensity residential density discussed earlier in this report). However, the question remains as to which density value to assume for multi-unit development.

The median density value for multi-unit development (29 du/ac) is significantly lower than the average (43.7 du/ac). In essence, this is due to a few very dense projects pushing the average higher. The very nature of a median means that an equal proportion of units have been developed above that point than below, providing an effective middle ground between very very dense projects and those that provide for lower overall densities. Accordingly, and to ensure a conservative estimate, we recommend the use of the median density for all higher intensity residential zones (RMF and RHD).

Residential Development in Non-Residential Zones

In addition to higher intensity residential areas of the City (discussed above), residential capacity exists in many other non-residential zones in Spokane. All zones in the City of Spokane allow residential development, save for Heavy Industrial and Light Industrial (outside ¼ mile of the river). Accordingly, not only must the LCA consider the overall multi-unit density in Residential High

Density and Residential Multi-Family zones, but also possible residential development in all commercial, office, and downtown designations.

To that end, staff pulled a list of all building permits for properties within commercial, office, centers & corridors, and downtown zones from September 2021 through September 2024. A longer series of data would be ideal. However, this data is not readily available from the City’s permitting database at this time. It is recommended that future analyses, such as the required 5-year check of growth in the City in 2031, consider updated data and possible adjustment of this assumption.

Permits for non-residential zones between September 2021 and September 2024 were then sorted into the following categories:

Minor: Small renovations, equipment installs, repairs, etc. that do not affect residential capacity.

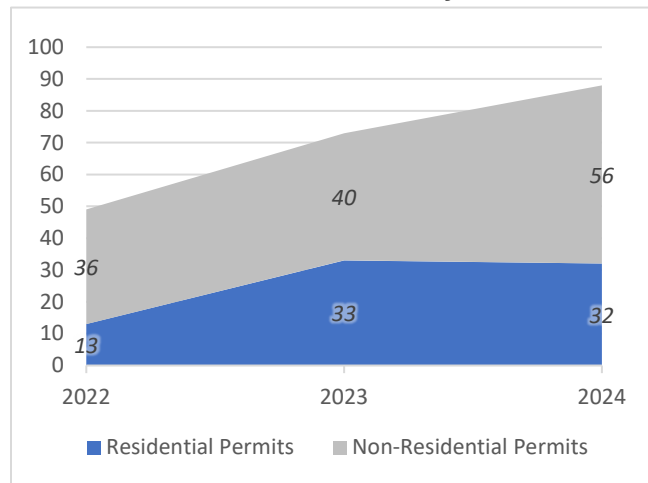
Tenant Improvements: Small interior changes and rebuilds that do not affect residential capacity.

Non-Residential: New buildings and significant changes to existing buildings for projects that do not currently contain a residential component.

Residential: New buildings and significant changes to existing building that increase the amount of residential development in the city.

Any “minor” permits or “tenant improvements” were ignored because they could not affect residential capacity in the city. For the remaining permits, 79 were classified as “residential” and a further 134 classified as “non-residential.” Next, those two classifications of permits were summarized by year, shown in **Chart 4** below.

Chart 4: “Non-Residential” and “Residential” Permits in Non-Residential Zones by Year



Source: City of Spokane, Planning & Economic Development, Permitting Data, September 2022 to September 2024.

As shown, the ratio of residential to non-residential permits in non-residential zones varies widely from year to year—from 26.5% to 45.2%. To provide a conservative but realistic assumption for residential development in non-residential zones, staff recommends assuming that one third, or 33.3 percent, of all future development in non-residential zones (excluding industrial zones) will be residential in nature.

For the LCA summary of available capacity, every acre of vacant non-residential land (excluding Heavy Industrial and portions of Light Industrial that lie more than ¼ mile from the river) should be assumed to provide 1/3 residential capacity and 2/3 non-residential capacity. Stated another way, if 100 acres of

non-residential zones are vacant, 33 acres would represent available multi-unit residential capacity and 67 acres would represent non-residential capacity.

While approximately one third of all non-residential zones are expected to represent residential capacity in the city, that is only half the picture. Expected density of development in those areas is important as well. To that end, staff geolocated each of the residential permits since September 2021 to determine where they were located and, ultimately, the new density of each development. Significant hand adjustment was necessary to avoid repletion and double counting due to the functional needs of the City’s permit database.

For example, in the case of large apartment complexes with multiple buildings each separate building is required to obtain a building permit while simultaneously each building occupies only a portion of the overall land. Thus, staff identified those special cases by hand and aggregated development to be sure that units and land were not double counted. Other permits were adjusted due to pre-existing development on the site, such as in the case of a building where half the interior had been completed in prior years, but the remaining half has just recently been completed.

Once the data was corrected and geolocation was checked for accuracy, staff compiled all residential development in non-residential zone and conducted one additional summarization, grouping all “downtown” development. Considering the resulting data, the conclusions presented in **Table 3** below were evident.

Table 3: Density Summary: Residential Uses in Non-Residential Zones and Downtown

Area	TOTAL Units	TOTAL Acres	PERCENT of Selected Projects	Gross ¹ Density (du/ac)	AVERAGE Net Density ¹ (du/ac)	MEDIAN Net Density ¹ (du/ac)
Downtown	248	4.36	17%	56.85	54.64	44.35
Outside Downtown	1,982	91.20	83%	21.73	34.96	30.16

Source: City of Spokane, Planning & Economic Development, Permitting Data.

Note: Some manual adjustment and aggregation of data was conducted to avoid double counting and other effects of multiple permits/development on a single parcel or for developments with pre-existing structures/improvements that remain.

¹. Gross density was calculated by adding up all the acres of permits in the area and dividing by the total units.

². Amounts indicated as “net” were calculated only according to the individual parcel area. Rights-of-way, street frontage, and other “non parcel” areas are not included in the calculation. Additionally, some parcel areas have been adjusted manually to account for known unbuildable areas and other factors such as multiple phased development on a single parcel.

While the majority of projects have occurred outside the downtown area, **Table 3** makes it clear that density downtown is much higher than in other non-residential zones throughout the City. This conforms with the expectations of the Comprehensive Plan, which calls for Downtown to serve as the regional center with higher intensity development than all other areas.

As with higher-intensity residential development assumptions discussed previously, staff recommends that the City assume the median net density when calculating the capacity of projects in non-residential zones, differentiated between downtown (44.4 units/acre) and outside the downtown (30.2 units/acre).

A Note on Downtown Residential Capacity

A study is currently underway by the Downtown Spokane Partnership (DSP) to determine the residential capacity of the downtown core, considering multiple factors that affect density and overall unit capacity. Unfortunately, that report will not be complete in time for the first-round

LCA analysis. As such, staff recommends that the required analysis of the City’s progress towards growth allocations in five years include a consideration of the results of this (and any other acceptable reports of that nature) at that time.

Concluding Summary

According to the above analysis, staff feels the following assumptions should be applied to the LCA for the City of Spokane:

Table 4: Proposed Summary Assumptions for the Land Capacity Analysis

Assumption	Value	Source
Low-Intensity Residential (R1 and R2 zones)	5-9 units/acre, depending on location	Interpolated existing density by geographic section.
BOCA/BOH	No adjustment at this time.	n/a
Accessory Dwelling Units	600 ADUs over the planning timeline.	Permit history since 2008.
Higher-Intensity Residential (RMF & RHD zones)	29.0 units/acre regardless of location.	Analysis of multi-unit permits since 2019.
Non-Residential Zones, Downtown	44.4 units/acre, limited to 33.3% of all available downtown lands.	Analysis of non-residential zone development since 2022.
Non-Residential Zones, Outside Downtown	30.2 units/acre, limited to 33.3% of all available non-residential lands.	Analysis of non-residential zone development since 2022.

Future Considerations

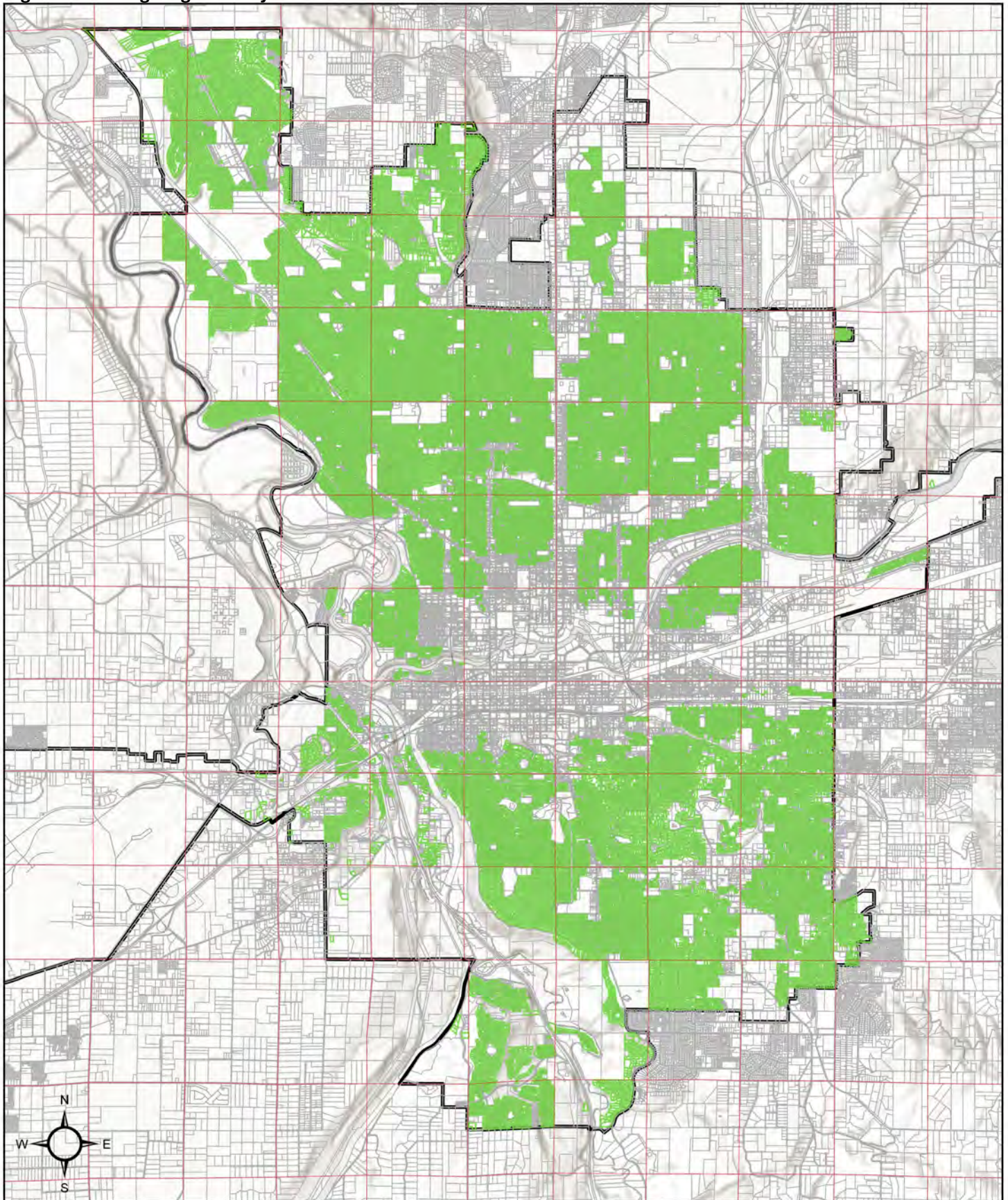
As discussed above, staff recommends the following considerations be included in future analyses (such as during required analyses in 2031 per GMA):

- Updated consideration of BOCA/BOH effects on density and capacity.
- Updated statistics and impacts of accessory dwelling units.
- Analyze residential development in non-residential zones over a longer timeline (i.e. 5 years rather than 2.5).

Report Preparation

This report was prepared by Kevin Freibott, Senior Planner, Planning & Economic Development department as a necessary step towards the completion of the City of Spokane 2025 Land Capacity Analysis.

Figure 1: Existing Single-Family Residential Parcels



Existing Single-Family Residential Parcels
Existing Development Only

Planning & Economic Development Department
Draw Date: 7/2/2024



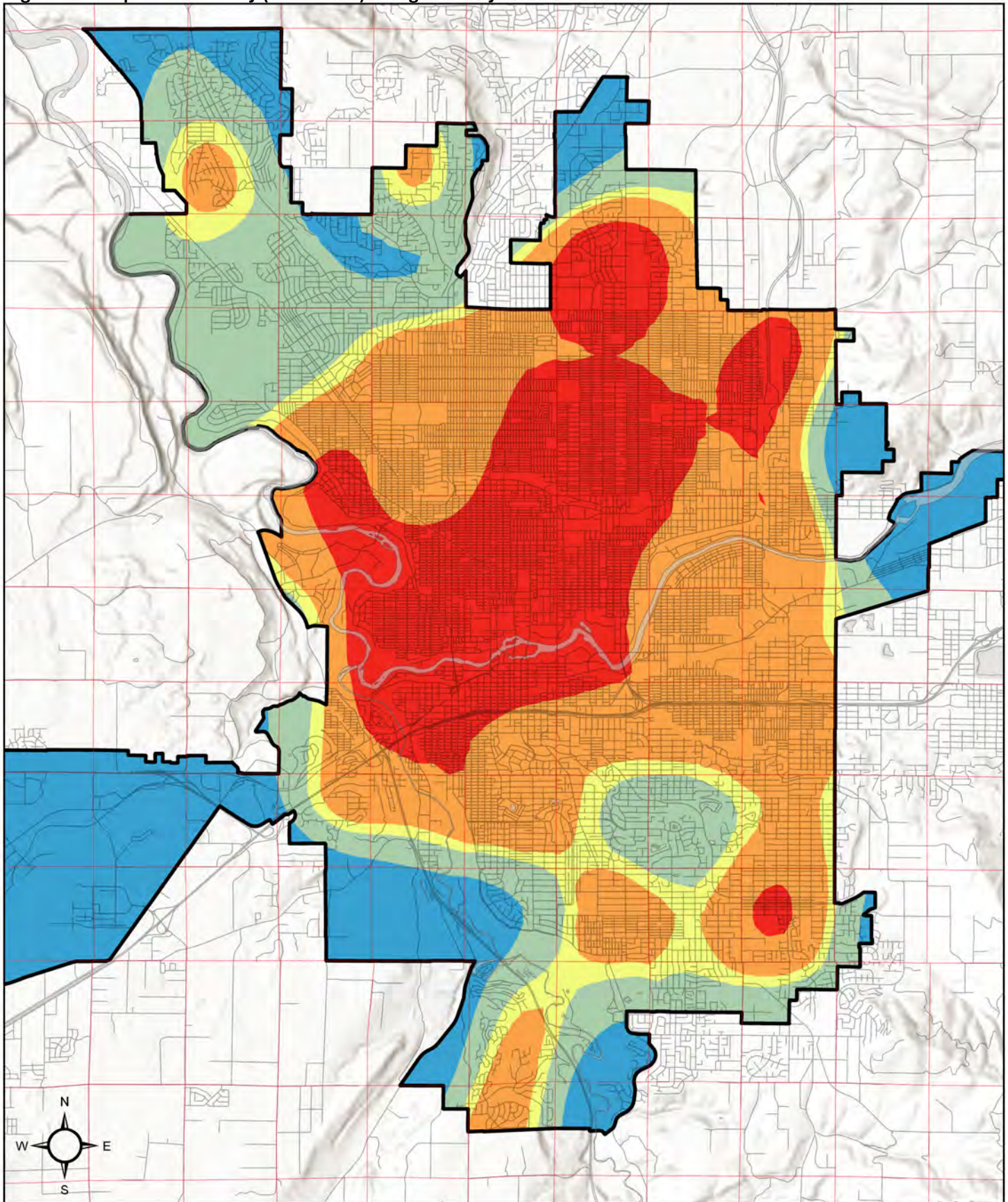
-  Existing Single-Family Residential
-  Parcel

Figure 2: Interpolated Density (Units/Acre) - Single-Family Residential Parcels

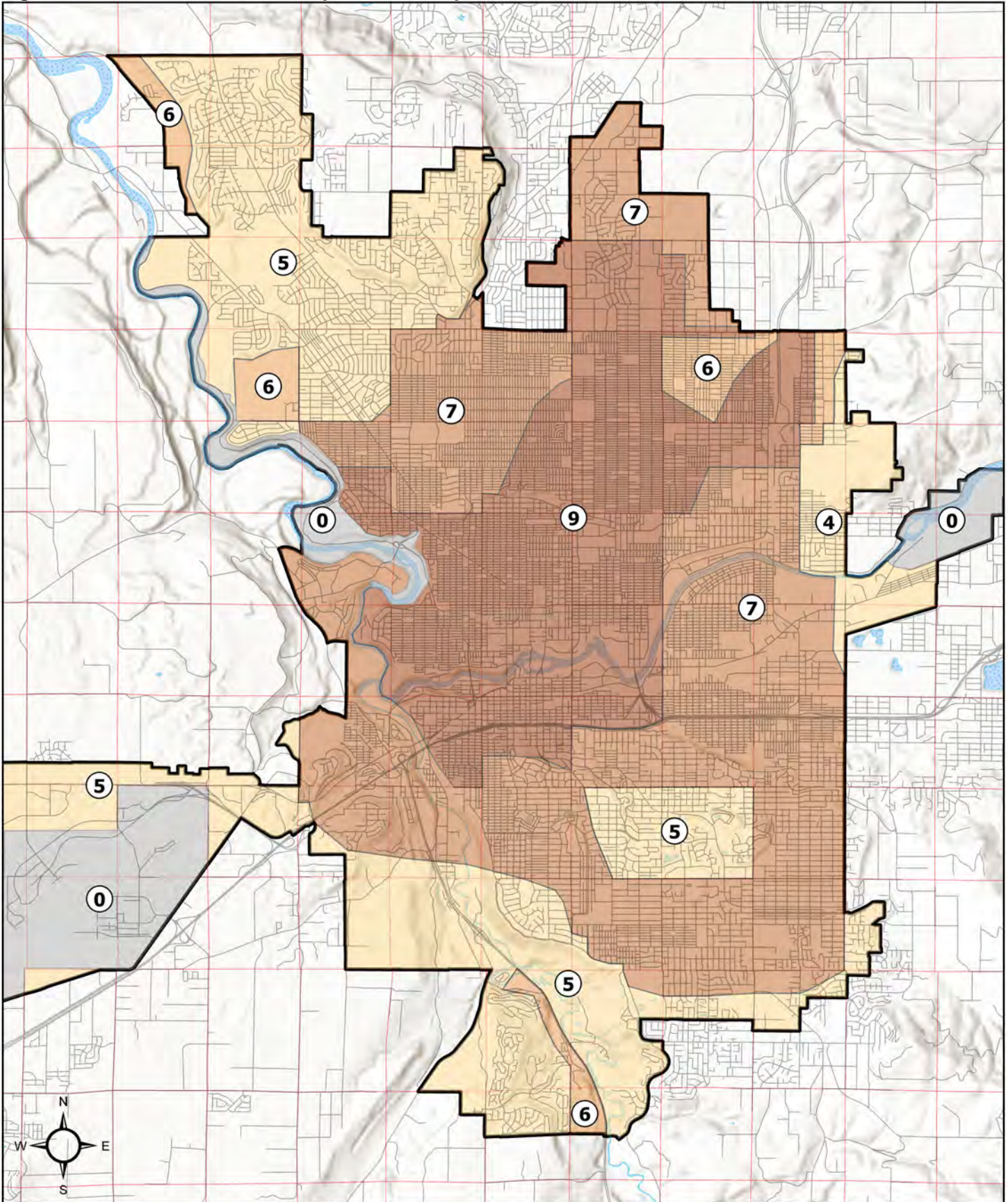


Interpolated Density (Units/Acre)
Single Family Residences Only

Planning & Economic Development Department
Draw Date: 7/2/2024

	4		6		10
	5		7	NoData	

Figure 3: Assumed Residential Density - Low-Intensity Zoned Areas



Assumed Residential Density (Units/Acre)
To be Applied to Low-Intensity Residential ONLY

Planning & Economic Development Department
Draw Date: 11/12/2024

The values above were determined via an Areal Interpolation of existing low-intensity residential development, corrected by physical limitations and other known factors applied by Planning staff. These values would be applied to the Land Capacity Analysis assumptions only for low-intensity zones and only in locations where a Planned Unit Development DOES NOT exist.



City of Spokane

Department of Planning & Economic Development

808 W. Spokane Falls Blvd

Spokane, WA 99201

(509) 625-6500

compplan@spokanecity.org

Strike the final paragraph of the resolution and substitute the following two paragraphs in its place:

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council formally accepts the 2025 Land Capacity Analysis as prepared and affirms that, in the event that the capacity identified within the Underutilized lands categories were to be excluded, the City's allocated population and housing growth through 2046 can still be fully accommodated.

BE IT FURTHER RESOLVED that the Spokane City Council asserts that capacity alone does not translate into actual growth, and recognizes that unlocking Spokane's full potential requires a robust planning framework, critical updates to the City's Comprehensive Plan, modernization of development codes, and refinement of internal processes in a way that removes barriers, stimulates investment, and fosters an environment where Spokane not only remains competitive within the region but stands out as a leader for growth and development.

PURPOSE OF AMENDMENT: The amendment revises the paragraphs at the end of resolution to clarify that many factors beyond land capacity contribute development, and that there is adequate land capacity for growth in Spokane regardless whether underutilized lands are developed.

**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
Dept Head	GARDNER, SPENCER
Division Director	GARDNER, SPENCER
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	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.



DOWNTOWN SPOKANE
PARTNERSHIP

March 3, 2025

Honorable City Council President & Council Members
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: Letter of Support: Interim Height Restriction Ordinance

Dear City Council President & Council Members,

On behalf of the Downtown Spokane Partnership (DSP) representing employers, small businesses, nonprofits, and residents in Spokane's urban core, I am writing to express our enthusiastic support for the interim zoning ordinance, especially the positive impacts it will have on the potential development along Spokane Falls Blvd.

The DSP has led efforts to amend height restrictions, aiming to encourage development along Spokane Falls Blvd. Currently, the underutilized surface lots are primarily used for parking, taking up space along one of the busiest streets in the downtown core. Given the site's proximity to Riverfront Park, the First Interstate Center for the Performing Arts, and numerous restaurants and shops, it holds significant potential. The area could benefit from additional housing and retail to better serve the community. Over the past decade, the unnecessary setback requirements to prevent shading on the park have been hindering housing/retail investments despite the research which demonstrates this concern would only impact park visitors a few days each year.

Incentivizing additional housing is a priority for our organization. Increased residents add to the vibrancy of the core and are natural deterrent to negative behaviors. Thanks to your investment, we are currently working on a downtown housing study that will be our blueprint to achieve our goal of an additional 1,000 residential units downtown. This housing will not be developed if we continue to place barriers, such as height restrictions, to impede its creation.

We look forward to sharing the results of our housing study this spring. Thank you for your consideration and approval of this ordinance that will only lead to development in our urban area.

Sincerely,

Emilie Cameron
President & CEO, Downtown Spokane Partnership



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #

ORD C36641

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MATT BOSTON 6820 / 6779

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

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

MID-BIENNIAL REVIEW PROCESS

Agenda Wording

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget.

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

This proposal aligns with RCW 35.34.130 which requires cities and towns to conduct a mid-biennial review and modification of the biennial budget.

Council Subcommittee Review

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

ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ not later than the first Monday of October of ((each year)) the second year of the biennium ~~or such earlier time as may be mutually convenient~~), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with

estimates submitted by the clerk/city budget director under ~~((RCW 35.33.054))~~
RCW 35.34.070.

- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium, and the city council shall determine and fix by ordinance the amount to be raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 3. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 - 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process. ~~((via a special budget~~

~~ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~

B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.

C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:

1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.

~~2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.~~

2. During even years, ((By)) at the ((May)) November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ~~((rectifies the))~~ resolves any material budget ((inaccuracies)) variances ((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified)). During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a ~~((monthly))~~ bimonthly basis, or more frequently as mutually agreed with the mayor. The city council shall ~~((set aside its regular))~~ establish bimonthly study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion. The ~~((monthly))~~ bimonthly study sessions shall be held in a location that allows for real-time public viewing of the

study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 4. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Strike the entirety of the ordinance and substitute the following in its place:

ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.08.010, 07.14.010, and 07.14.030 of the Spokane Municipal Code; and repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.08.010 of Chapter 07.08 of the Spokane Municipal Code is amended to read as follows:

Section 01.08.010 General Fund and Reserve Accounts – Establishment

ORD C36641 (CATHCART AMENDMENT) (02-12-25)

- A. There is established a “general fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.
 1. At the conclusion of each and every fiscal year, that year’s positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City’s long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the

city council, in consultation with the chief financial officer or designee to meet the following criteria:

- i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
 - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
 - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
 - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
 - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or
 - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
 - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
 4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or
 - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

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- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.
- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
 - 1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
 - 2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
 - 3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.
 - 1. 2% minimum replenishment shall be explicitly identified in the annual budget.
 - 2. The replenishment of funds to the 25% target, must occur within five years, or less.
 - 3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s)
 - 4. If these thresholds are to go unmet or the replenishment schedule is to be paused, the city council shall affirm such action by resolution no later than December 15 of each year.

Section 3. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

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- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ and as early as possible but not later than the first Monday of October of ((each year)) the second year of the biennium or such earlier time as may be mutually convenient)), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with ~~estimates~~ submitted by the clerk/city budget director under ~~((RCW 35.33.051))~~ RCW 35.34.070.
- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium with the objective of attaining a balanced budget, and the city council shall determine and fix by ordinance the amount to be reduced or raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and, if desired, shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of ~~((the))~~ an ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 4. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's

overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.

- 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process, ~~((via a special budget ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~
 - 4. No later than April 1, 2025, the City Council Budget Director shall be granted at minimum read-only access to all financial and accounting tools, platforms, and working budget documents.
- B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.
- C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:
- 1. An update to the General Fund ~~((Five))~~ Six -Year Forecast based on all known or expected revenues and expenditures. The General Fund ~~((Five))~~ Six-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, ~~((when available))~~ at council discretion, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.
 - 2. ~~Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation. -~~ For any General Fund account "summary type code" account (or other such account supported by the General Fund) which (a) accounts for 5% or more of the current budgeted General Fund expenses, and (b) has a year-to-date budget variance of 10% or more from its year-to-date budget allocation, the Administration shall present to City Council, on or before July 15th of the

even-numbered year, a variance analysis and, if appropriate, a corrective action plan for any such account.

3. During even years, ~~((By))~~ at the ~~((May))~~ October Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ~~((rectifies the))~~ resolves any material budget ~~((inaccuracies))~~ variances ~~((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified))~~. During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

- D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a monthly basis during even-numbered years, or more frequently as mutually agreed with the mayor, and on a bimonthly basis during odd-numbered years. The city council shall ~~((set aside its regular))~~ establish study sessions consistent with these deadlines on the second Thursday of each month, ~~((if coinciding with a holiday, the third Thursday shall be set aside))~~ or on the third Thursday if necessary because of a city holiday, for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make ~~((other))~~ any staff members available as necessary, as requested by city council, or as is beneficial to the content of the planned discussion. The ~~((monthly))~~ study sessions shall be held in a location that allows for real-time public viewing of the study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 5. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

Section 6. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 7. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

PURPOSE OF AMENDMENT: The amendment modifies several reporting milestones, ensures council staff access to budgeting platforms and data, and sets parameters for reporting of material budget variances.