

## 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 May 12, 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 May 12, 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: 249 782 42396; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign-up is open beginning at 5:00 p.m. on Friday, May 9, 2024, and ending at 6:00 p.m. on Monday, May 12, 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 May 12, 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 relate to the final, updated draft, or draft 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, MAY 12, 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**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(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)**

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# NO BOARDS AND COMMISSIONS APPOINTMENTS

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## 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. Increase to the Five-year Value Blanket with Salt Distributors, from \$115,000 annually to \$1.5 million (plus tax), equating to an overall increase from \$575,000 to \$7.5 million (plus tax) over the five one-year periods. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve      OPR 2024-0318   |
|   |                              |
| 2. Five-year Value Blankets with Ergon Asphalt & Emulsions, Inc. (Spokane) beginning approximately June 1, 2025, for:   | Approve All                  |
| a. Emulsified Asphalt—not to exceed \$500,000 annually (plus tax).  | OPR 2025-0330<br>RFQ 6355-25 |
| b. Fog Seal—not to exceed \$500,000 annually (plus tax).  | OPR 2025-0331<br>RFQ 6354-25 |

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

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|---|--------------------|---|
| <b>3. Purchases of Dump Trucks for the Water Department using a Sourcewell contract:</b>  | <b>Approve All</b> |   |
| a. Dump Truck 1 of 2—not to exceed \$315,000 (plus tax).  |                    | <b>OPR 2025-0337</b>                    |
| b. Dump Truck 2 of 2—not to exceed \$310,000 (plus tax).  |                    | <b>OPR 2025-0338</b>                    |
| <b>(Council Sponsor: Council Member Klitzke)</b>  |                    |   |
| <b>4. Value Blanket Renewal 3 of 3 with Hitachi Zosen Inova U.S.S. LLC (Norcross, GA) for the as-needed purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2025, through June 30, 2026—not to exceed \$1,000,000 (plus tax). (Council Sponsor: Council Member Klitzke)</b>                         | <b>Approve</b>     | <b>OPR 2021-0301<br/>ITB 5383-21</b>    |
| <b>5. Two-year Value Blanket Renewal with Airgas Specialty Products, Inc. (Lawrenceville, GA) for the purchase of anhydrous ammonia for use at the Waste to Energy Facility from July 1, 2025, through June 30, 2027—not to exceed \$1,200,000 annually (plus tax). (Council Sponsor: Council Member Klitzke)</b>               | <b>Approve</b>     | <b>OPR 2022-0440<br/>ITB 5634-22</b>    |
| <b>6. Five-year Value Blanket with Ingersoll-Rand Industrial U.S., Inc. (Davidson, NC) for the as-needed purchase of OEM compressor parts needed for repairs at the Waste to Energy Facility from June 1, 2025, through May 31, 2030—not to exceed \$250,000 (plus tax). (Council Sponsor: Council Member Klitzke)</b>          | <b>Approve</b>     | <b>OPR 2025-0339<br/>RFQ 6358-25</b>    |
| <b>7. Contract with Capital Industrial, Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility—\$214,500 (plus applicable taxes and a 10% administrative reserve). (Council Sponsor: Council Member Klitzke)</b>                                     | <b>Approve</b>     | <b>OPR 2025-0328<br/>PW ITB 6298-25</b> |
| <b>8. Three-year Contract with United States Electric Corporation of Washington (Olympia, WA) for as-needed high voltage electrical maintenance and technical services at the Waste to Energy Facility from May 1, 2025, through May 30, 2028—not to exceed \$500,000 (plus tax). (Council Sponsor: Council Member Klitzke)</b> | <b>Approve</b>     | <b>OPR 2025-0334<br/>ITB 6323-25</b>    |

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|--|---------|---------------------------------|
| 9. Administrative reserve increase for the Contract with Inland Asphalt Company for Market-Monroe-29th Grind and Overlay project—total increase of \$70,000. (Council Sponsor: Council Member Klitzke)   | Approve | OPR 2024-0062<br>ENG 2022064    |
| 10. Contract with Bacon Concrete, Inc., (Spokane) for Eye Clinic Sidewalk Vault Infill project—\$57,800. An administrative reserve of \$11,560 (plus tax), which is 20% of the contract amount, will be set aside. (Council Sponsor: Council Member Klitzke)   | Approve | OPR 2025-0326                   |
| 11. Low Bid of DW Excavating, Inc. (Davenport, WA) for the CSO Tank Rehabilitation Project—\$1,246,679. An administrative reserve of \$124,667.90, which is 10% of the contract price, will be set aside. (Various Neighborhoods). (Council Sponsor: Council Member Klitzke)   | Approve | OPR 2025-0336<br>ENG 2020097    |
| 12. Contract Amendment and Renewal 1 of 4 with Spokane Neighborhood Action Partners for administration of the Water and Sewer Rehabilitation Program (which will henceforth be called the Utility Pipe Rehabilitation Program) from May 26, 2025, through December 31, 2026—not to exceed \$750,000 (plus tax). (Council Sponsor: Council Member Klitzke)  | Approve | OPR 2024-0436<br>RFP 6018-23    |
| 13. Personal Services Agreement with Deepwalk Research, Inc., (Chicago, IL) for sidewalk condition assessment data collection—\$8,450 (plus applicable tax) for the pilot (full scale cost to be determined; each phase of work will be issued as a separate contract). (Council Sponsor: Council Member Klitzke)  | Approve | OPR 2025-0327<br>RFQU 6349-25   |
| 14. Amendment of 2011 Interlocal Agreement between Spokane Transportation Benefit District and Washington Department of Licensing for collection and processing of Transportation Benefit District Fees. (The original contract number was “TBD-OPR 2011-0001.” Going forward, the contract and associated documents will be numbered “OPR 2025-0320.”) (Council Sponsor: Council Member Dillon) | Approve | OPR 2025-0320                   |
| 15. Public Works Contract with McClintock & Turk, Inc. (Spokane) for the Serpentix belt north replacement project at the Riverside Park Water Reclamation Facility from April 7, 2025, through February 28, 2026—\$1,705,314.83 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)  | Approve | OPR 2025-0332<br>PW ITB 6337-25 |

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|--|------------------------------------|---------------------------------|
| 16. Consultant Agreement with Jacobs Engineering Group, Inc., (Dallas, TX) for exterior building rehabilitation and improvement design services for the Riverside Park Water Reclamation Facility from January 1, 2025, through December 31, 2026—\$550,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve                            | OPR 2025-0321<br>RFQU 6259-24   |
| 17. Public Works Contract with Bacon Concrete, Inc. (Spokane) for on-call, as-needed utility concrete repair services for the Water & Hydroelectric Department from May 19, 2025, through May 18, 2028—not to exceed \$500,000 annually (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)                     | Approve                            | OPR 2025-0322<br>PW ITB 6346-25 |
| 18. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through May 2, 2025, total \$8,474,244.79, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,029,830.05.  | Approve &<br>Authorize<br>Payments | CPR 2025-0002                   |
| 19. Minutes:   | Approve All                        |                                 |
| a. City Council Finance and Administration Standing Committee Meeting Minutes: April 28, 2025.   |                                    | CPR 2025-0015                   |
| b. City Council Public Safety and Community Health Standing Committee Meeting Minutes: May 5, 2025.  |                                    | CPR 2025-0018                   |

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36677** Amending Ordinance No. C36626, entitled in part, “An Ordinance adopting a Biennial Budget for the City of Spokane,” and amending it to accept a grant from the Department of Ecology for Climate Commitment Act funding. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)



## **NO EMERGENCY ORDINANCES**

### **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2025-0029**      Declaring McCoy Power Consultants (MPC) a sole-source provider and authorizing the City to directly enter into contract with MPC in lieu of public bidding for maintaining annual compliance with NERC/FERC Reliability Standards for the Waste to Energy Facility (WTEF) for a five (5) year period—approximately \$100,000 annually without public bidding (total cost \$500,000). (Council Sponsors: Council Members Klitzke and Bingle)
- RES 2025-0030**      Supporting the implementation of a ‘No Turn on Red’ policy within the Riverside Neighborhood to enhance pedestrian safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
- RES 2025-0031**      Authorizing the relocation of the John R. Monaghan Monument from the City public right of way. (Council Sponsors: Council President Wilkerson and Council Member Klitzke)
- ORD C36675**        Relating to the Design Review Board; amending Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

## **FIRST READING ORDINANCES**

- ORD C36676**        Authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Klitzke)

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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## 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.

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### Motion to Approve Final Agenda for May 12, 2025 (per Council Rule 2.1.B)

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## ADJOURNMENT

The May 12, 2025, Regular Legislative Session of the City Council and is adjourned to May 19, 2025.

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**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 [mlowmaster@spokanecity.org](mailto:mlowmaster@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.

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## NOTES



## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

**Date Rec'd**

3/10/2025

**Clerk's File #**

OPR 2024-0318

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

STREETS

**Bid #**

**Contact Name/Phone**

CLINT HARRIS 625-7744

**Requisition #**

**Contact E-Mail**

CEHARRIS@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?** YES

**Agenda Item Name**

1100 - ICE KICKER PURCHASE AMENDMENT

### **Agenda Wording**

The Street Department is seeking approval to increase the current purchase amount authorized by OPR 2024-0318, pertaining to the five-year value blanket (VB-301533) with Salt Distributors, from \$115,000 annually to \$1.5 million (plus tax); equating to an overall increase from \$575,000 to \$7.5 million (plus tax) over the five one-year periods.

### **Summary (Background)**

The Streets Department has increased the use of Ice Kicker Salt as it has proven to provide better results than Liquid Deicer to maintain road conditions during the winter months.

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

N/A

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

N/A

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

N/A

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

N/A

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 7,500,000	
Current Year Cost		\$ 1,500,000	
Subsequent Year(s) Cost		\$ 1,500,000	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 2,500,000	#	100-21800-42660-53210-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	HARRIS, CLINT E.		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Nic Binczewski, sales@saltdistributorsinc.com		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
tbrazington@spokanecity.org		rrinderle@spokanecity.org	
jdykes@spokanecity.org		tprince@spokanecity.org	
streetaccounting@spokanecity.org			

## Bid Response Summary

**Bid Number** ITB 6057-24  
**Bid Title** Snow and Ice Control Products  
**Due Date** Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Salt Distributors, Inc.  
**Submitted By** Stanley Binczewski - Friday, February 9, 2024 1:10:37 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 Sales@saltistributorsinc.com

### Comments

### Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree



BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact 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.	Nic Binczewski 509-218-1983 sales@saltdistributorsinc.com
1.1	Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2	How many Addenda do you acknowledge receipt of?	4 clarifications
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:		
1	Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2	EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3	These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4	F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Bldgng Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms 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.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained 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 <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> 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.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	602332257	
Special Instructions:			
1	Quantities shown are estimates only and are not guaranteed. 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.	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	Brochures to be included with Bid Proposal forms if applicable.	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 bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand	
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand	
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand	
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand	
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	salt_-_english_-_sept_2015.pdf	
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	City Of Spokane Valley, Shane Arlt 509-954-0850 Pierce county, Wanda Davis (253) 798-3897 WSDOT ER1,2,3,4 NC2,3 Jan Rudd 509-324-6590 Idot Shad Flores 208-772-1245 Odor Scott Ratay 971-701-1772 City Of Wenatchee Andy Greer 509-888-3245 More cities and counties available upon request.	

10	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 agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane + SDI Cover Letter.pdf
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Compass Minerals Salt, SOP and Magnesium Chloride Plants 765 N. 10500 West Ogden, Utah 84404 801.731.3100 Broken Arrow Stanisbury Island Utah 1-800-491-3942 Saltworx 801-791-3321 po box 628 morgan Utah 84050
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge

4	The respondent 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 invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ 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
7	Supplier (____ 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
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

10	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.</p>	I acknowledge and I understand
11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____</p>	S corp Washington

14	<p><b>INTERLOCAL PURCHASE AGREEMENTS</b> The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<b>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</b>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge



3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
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>	No
1.1	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
1.2	If so were PCBs found at a measurable level?	Don't Know
1.3	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	no Charge
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	no charge
5	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.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00	\$159.94	\$55,979.00	Clear Roads Category 4C Ice Kicker corrosion Inhibited standard gradation performance road salt
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$175.67	\$351,340.00	Clear Roads Category 8A-R Drirox Kiln dried washed standard gradation salt
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			

4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00	\$135.13	\$270,260.00	Clear Roads Category 8B Qwiksalt standard gradation road salt treated with magnesium chloride and YPS
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00			
Total Base Bid		\$677,579.00					



## &lt; Business Lookup

## License Information:

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

**Entity name:** SALT DISTRIBUTORS, INC.

**Business name:** SALT DISTRIBUTORS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-332-257

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 15201 E MARRIETTA AVE  
SPOKANE VALLEY WA 99216

**Mailing address:** PO BOX 100  
NEWMAN LAKE WA 99025-0100

**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
<a href="#">Liberty Lake General Business - Non-Resident</a>				<a href="#">Active</a>	Oct-31-2025	Sep-29-2022
<a href="#">Spokane General Business - Non-Resident</a>				<a href="#">Active</a>	Oct-31-2025	Nov-13-2017
<a href="#">Spokane Valley General Business - Non-Resident</a>				<a href="#">Active</a>	Oct-31-2025	Nov-29-2017

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BINCZEWSKI, NIC	
BINCZEWSKI, STAN	

## Registered Trade Names

Registered trade names	Status	First issued
SALT DISTRIBUTORS, INC.	Active	Mar-10-2009

The Business Lookup information is updated nightly. Search date and time: 3/10/2025 3:58:58 PM





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/25

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

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

PRODUCER	CONTACT NAME: <b>Jeff Eucker</b>	PHONE (A/C, No, Ext): <b>(509)328-5800</b>	FAX (A/C, No): <b>(509)328-0254</b>
<b>GVI INSURANCE</b>	E-MAIL ADDRESS: <b>jeff@gvicorp.com</b>		
<b>1320 N Atlantic</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
<b>Spokane, WA 99201</b>	INSURER A: <b>Liberty Mutual Insurance Co</b>		
INSURED	INSURER B:		
<b>Salt Distributors Inc.</b>	INSURER C:		
<b>PO Box 100</b>	INSURER D:		
<b>Newman Lake, WA 99025</b>	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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>WA Stop Gap</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	<b>BKS 59092434</b>	<b>09/25/24</b>	<b>09/25/25</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BKS 59092434</b>	<b>09/24/24</b>	<b>09/24/25</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>ESO 59092434</b>	<b>09/24/24</b>	<b>09/24/25</b>	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ <b>4,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**City of Spokane is named an additional insured on the general liability policy per written contract.****CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0330

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

STREETS

**Bid #**

6355-25

**Contact Name/Phone**

CLINT HARRIS 625-7744

**Requisition #**

VALUE BLANKET

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Sponsoring at Administrators Request**

NO

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

1100 - STREETS EMULSIFIED ASPHALT

**Agenda Wording**

The Street Department is seeking approval for the purchase of Emulsified Asphalt (CSS-1 and CSS-1H) for a five (5) year period at a cost not to exceed \$500,000 annually plus tax.

**Summary (Background)**

This contract, awarded via bid (RFQ #6355-25) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for five years beginning approximately June 1st, 2025. This material is used widely across the City's roadway systems for pavement maintenance.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 250,000,000	
Current Year Cost		\$ 500,000	
Subsequent Year(s) Cost		\$ 500,000	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 500,000	# 1100-21700-42300-53210-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	HARRIS, CLINT E.	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Zack MacDonald zack.macdonald@ergon.com		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
streetaccounting@spokanecity.org		rrinderle@spokanecity.org	

**Bid Response Summary**

**Bid Number** RFQ 6354-25  
**Bid Title** Fog Seal – As Needed Over Five (5) Year Period  
**Due Date** Monday, March 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Ergon Asphalt & Emulsion  
**Submitted By** Zack MacDonald - Thursday, March 27, 2025 9:22:59 AM [(UTC-08:00) Pacific Time (US & Canada)]  
zack.macdonald@ergon.com 5099346044

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> 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
GRANT FUNDING			
	#1	No Grant money will be used -Department operating budget will be used.	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 sixty (60) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS		
#1	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.	I acknowledge and I understand
REJECTION OF QUOTES		

#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		
#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS		
#1	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.	I acknowledge and I understand
INVOICING		
#1	Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to <a href="mailto:erasc@spokanecity.org">erasc@spokanecity.org</a> or mailed to Spokane Street Department, 901 N. Nelson Street, Attn: Street Clerks, Spokane WA 99202.	I acknowledge and I understand



#1.1	Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices.	I acknowledge and I understand
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not acknowledge and I do not understand" include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
#1.1	Exception to Terms and Conditions: If you took exception above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
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)?	No
#3	If so were PCBs found at a measurable level?	No
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
#5	If so 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.	David Michaud 509-487-4560 Steve Barto 509-981-9243
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	Mississippi
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 <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> 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	604-595-326 (See attached)
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

#1	<p>All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	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>	I acknowledge and I understand
ADDITIONAL ITEMS		
#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>	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 sixty (60) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER		

#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning approximately June 1, 2025, and terminates on May 31, 2030. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, with annual pricing adjustments request 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 differ 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 Fog Seal.	I acknowledge and I understand
#4	Successful bidder shall furnish standard warranty. State Warranty here:	Product will meet designated specifications.
#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 pickup 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.	I acknowledge and I understand
#3	Awarded Vendor would be responsible for providing spec'd Fog Seal as-needed over five year period	I acknowledge and I understand
#3.1	Bidder acknowledges it has reviewed the "Fog Seal Technical Specifications RFQ 5271-20 document" so named in the 'Documents' tab.	I acknowledge and I understand
#3.2	Product that does not meet specifications will not be accepted.	I acknowledge and I understand
#3.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
#4	Bidder must provide "technical data" support with bid for items it is bidding, or bid may be considered non-responsive. Upload Here.	Quickseal Specification.pdf
#5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City of Spokane Cover Letter .doc

#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		
#1	Delivery: This will be picked up the City of Spokane Street Department Employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time.	I acknowledge and I understand
#1.1	State advance notice Vendor would require to enable City to perform pickup.	One day minimum
#2	State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane, WA 99216
#3	Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices.	I acknowledge and I understand
#4	If you took exception to any of the above, explain in detail.	
PRICING		
#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
#1.1	Bidder's Unit Price Per Ton should not include any tax	I acknowledge and I understand
#2	Annual Quantities listed on pricing form are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked up, and accepted by the City.	I acknowledge and I understand

#2.1	Annual Estimated Quantity is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Yes
#3	Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
#3.1	Enter Unit Pricing Per Ton for Fog Seal. Quoted Unit Price is not to include tax.	\$450 per ton.
#3.2	Based on an accumulative tons picked-up during the twelve month period, 1 June through 31 May, should City of Spokane exceed 50 Tons, of Fog Seal enter the unit price per ton that would be incurred during the remainder of the 12-month period. Quoted Unit Price is not to include tax.	\$450 per ton.
#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
#4.1	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
#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand



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

## **“Quickseal” Emulsified Asphalt Fog Oil (concentrate) Specifications**

“Quickseal” is a pre-diluted emulsion intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use at a 50% dilution rate. Dilution by the supplier is required to insure product consistency.

Final product acceptance is based on field performance.

The concentrate for “Quickseal” will meet the following specifications prior to dilution:

AASHTO Test Method			
Sieve Test, %	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, % <sup>a</sup>	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		60 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max



City of Spokane Public Works  
808 W Spokane Falls Blvd  
Spokane, WA 99201

March 31st, 2025

**RE: Ergon Asphalt & Emulsions Cover Letter**

To whom it may concern:

Ergon Asphalt & Emulsions is pleased to submit a proposal to supply Fog Seal for a five year period beginning June 1, 2025 through May 31, 2030. We have enjoyed being the City of Spokane's supplier for the previous contract from 2020-2024 and look forward to having the opportunity to continue working together in the future. We have a consistent record of producing Fog Seal within required specifications and have attached our Fog Seal specifications for review.

We look forward to assisting you in your road maintenance program for the 2025 season.

Sincerely,

Zack MacDonald  
Area Sales Manager  
Ergon Asphalt & Emulsions

[<](#) **Business Lookup**

**License Information:**

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

**Entity name:** ERGON ASPHALT & EMULSIONS, INC.

**Business name:** ERGON ASPHALT & EMULSIONS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-595-326

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4327 N THOR ST  
SPOKANE WA 99217-7098

**Mailing address:** PO BOX 1639  
JACKSON MS 39215-1639

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

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

**Endorsements**

Endorsements held	License #	Count	Details	Status	Expiration	First issue
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**Owners and officers**

**Title**

WATSON, SCOTT

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The Business Lookup information is updated nightly. Search date and time: 3/26/2025 10:28:13 AM

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CITY OF SPOKANE - Purchasing Nelson Center

9 15 N Nelson Street

SPOKANE, WA 99202

PHONE 509 625 6527

**RFQ 6354-25, Fog Seal – As Needed Over Five (5) Year Period**

Annual Quantities listed on pricing form are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked up, and accepted by the City.

Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Pricing Adjustments can be requested on the "anniversary of award" with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

ITEM	Ergon Asphalt & Emulsion	
Spec'd Fog Seal	Picked-Up Unit Price Per Ton Up To 50 Tons During 12-Month Period.	Picked-Up Unit Price Per Ton Should 50 Tons Have Been Exceeded With 12-Month Period.
	\$450.00	\$450.00
Estimated 12-month usage Qty 50 TonS	50	
Sub Total	\$22,500.00	
Applicable Tax (9.1%)	\$2,047.50	
Extended Total	\$24,547.50	

## &lt; Business Lookup

## License Information:

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

**Entity name:** ERGON ASPHALT & EMULSIONS, INC.

**Business name:** ERGON ASPHALT & EMULSIONS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-595-326

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4327 N THOR ST  
SPOKANE WA 99217-7098

**Mailing address:** PO BOX 1639  
JACKSON MS 39215-1639

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

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

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Scale - Large</a>		1		Active	Mar-31-2026	Mar-16-2020
<a href="#">Spokane General Business</a>				Active	Mar-31-2026	Mar-16-2020

&lt; Page 1 of 2 &gt;

## Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADAMS, BECKY	
ADAMS, STEVE	
ANDREYCHECK, NICK	
ARNOLD, GENE	
BAUMGARDNER, GAYLON	
BROOKS, DREW	
CATRON, JAMES R	
COWLEY, SHELLY	
ERICKSON, LARRY	
GRUBBA, BILL	
HODGES, KENNETH E	
HOWARD, MIKE	
ISHEE, MARK	
JOHNSON, GARY	
LAMPTON, ROBERT H	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 1:20:04 PM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0331

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

STREETS

**Bid #**

6354-25

**Contact Name/Phone**

CLINT HARRIS 625-7744

**Requisition #**

VALUE BLANKET

**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

BWILKERSON JBINGLE KKLITZKE

**Sponsoring at Administrators Request**

NO

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

1100 - STREETS FOG SEAL

**Agenda Wording**

The Street Department is seeking approval for the purchase of Fog Seal for a period of five (5) years at a cost not to exceed \$500,000 annually plus tax.

**Summary (Background)**

This contract, awarded via bid (RFQ #6354-25) to Ergon Asphalt & Emulsions, Inc. as the only bidder, will be for five years beginning approximately June 1st, 2025. This material is used widely across the City's roadway system as a way to preserve or "seal" asphalt pavement surfaces to extend pavement life.

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

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

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

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

**Council Subcommittee Review**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 2,500,000	
Current Year Cost		\$ 500,000	
Subsequent Year(s) Cost		\$ 500,000	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 500,000	# 1100-21700-42300-53210-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	HARRIS, CLINT E.	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Zack MacDonald zack.macdonald@ergon.com		ceharris@spokanecity.org	
jwthomas@spokanecity.org		kaiumu@spokanecity.org	
streetaccounting@spokanecity.org		rrinderle@spokanecity.org	

**Bid Response Summary**

**Bid Number** RFQ 6354-25  
**Bid Title** Fog Seal – As Needed Over Five (5) Year Period  
**Due Date** Monday, March 31, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** Ergon Asphalt & Emulsion  
**Submitted By** Zack MacDonald - Thursday, March 27, 2025 9:22:59 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 zack.macdonald@ergon.com 5099346044

**Comments****Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			
	#1	The City of Spokane Solid Street Department Is Requesting Quotes for spec'd Fog Seal – As Needed Over Five (5) Year Period, with annual pricing adjustments on the anniversary of the award with justification.	I acknowledge and I understand
SUBMISSION OF BIDS			
	#1	Quote Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> 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
GRANT FUNDING			
	#1	No Grant money will be used -Department operating budget will be used.	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 sixty (60) calendar days after the bid due date.	I acknowledge and I understand
EVALUATION OF QUOTES		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	I acknowledge and I understand
QUOTING ERRORS		
#1	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.	I acknowledge and I understand
REJECTION OF QUOTES		

#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		
#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge and I understand
PAYMENT TERMS		
#1	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.	I acknowledge and I understand
INVOICING		
#1	Invoices must be submitted within 30 days of deliver of any orders that were placed, received, and accepted. All Invoices shall reference the invoice number and total quantity received and unit pricing per awarded Value Blanket Order, and applicable tax. Invoices shall reference Value Blanker Order and Order Number. Original invoices are required. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of received product in accordance with resulting Value Blanker Order. Invoices shall be emailed to Invoices shall be emailed to <a href="mailto:erasc@spokanecity.org">erasc@spokanecity.org</a> or mailed to Spokane Street Department, 901 N. Nelson Street, Attn: Street Clerks, Spokane WA 99202.	I acknowledge and I understand

#1.1	Weight Tickets: Copies of weight tickets signed by City Employee must accompany invoices.	I acknowledge and I understand
TERMS AND CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I do not acknowledge and I do not understand" include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and I understand
#1.1	Exception to Terms and Conditions: If you took exception above, upload here.	
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
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)?	No
#3	If so were PCBs found at a measurable level?	No
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
#5	If so 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.	David Michaud 509-487-4560 Steve Barto 509-981-9243
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	Mississippi
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 <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> 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	604-595-326 (See attached)
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		



#1	<p>All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	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>	I acknowledge and I understand
ADDITIONAL ITEMS		
#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>	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 sixty (60) calendar days for acceptance by the City from the Bid Due Date.	I acknowledge and I understand
TERM OF VALUE OF BLANKET ORDER		

#1	Any Value Blanket Order resulting from this RFQ will be for a five year period, beginning approximately June 1, 2025, and terminates on May 31, 2030. The Vendor's prices shall be firm throughout the first 12-month period of resulting Value Blanket Order, with annual pricing adjustments request 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 differ 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 Fog Seal.	I acknowledge and I understand
#4	Successful bidder shall furnish standard warranty. State Warranty here:	Product will meet designated specifications.
#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 pickup 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.	I acknowledge and I understand
#3	Awarded Vendor would be responsible for providing spec'd Fog Seal as-needed over five year period	I acknowledge and I understand
#3.1	Bidder acknowledges it has reviewed the "Fog Seal Technical Specifications RFQ 5271-20 document" so named in the 'Documents' tab.	I acknowledge and I understand
#3.2	Product that does not meet specifications will not be accepted.	I acknowledge and I understand
#3.3	If the product differs from the provisions contained herein, these differences must be explained in detail.	
#4	Bidder must provide "technical data" support with bid for items it is bidding, or bid may be considered non-responsive. Upload Here.	Quickseal Specification.pdf
#5	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter	City of Spokane Cover Letter .doc

#6	As applicable, Safety Data Sheets must be included with Quote. Upload Here	
#7	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point		
#1	Delivery: This will be picked up the City of Spokane Street Department Employees as needed. The Street Department has a truck which they will use to pick up 1000 – 1300 gallons at a time.	I acknowledge and I understand
#1.1	State advance notice Vendor would require to enable City to perform pickup.	One day minimum
#2	State physical address location(s) and contact information for location(s) where this product will be available for pick-ups by the City of Spokane Street Department, and normal operating hours of location(s), noting any seasonal closed periods.	16710 E Euclid Ave, Spokane, WA 99216
#3	Vendor shall ensure City Employee signs weight ticket reflecting tonnage picked up, providing a copy of the signed weight ticket to City Employee. Vendor will also be required to submit a city-signed copy of weight tickets with invoices.	I acknowledge and I understand
#4	If you took exception to any of the above, explain in detail.	
PRICING		
#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should --not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
#1.1	Bidder's Unit Price Per Ton should not include any tax	I acknowledge and I understand
#2	Annual Quantities listed on pricing form are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked up, and accepted by the City.	I acknowledge and I understand

#2.1	Annual Estimated Quantity is 50 Tons More Or Less, and it is an estimate only and is not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will only be made for actual tons picked-up and accepted by the City of Spokane Street Department.	Yes
#3	Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
#3.1	Enter Unit Pricing Per Ton for Fog Seal. Quoted Unit Price is not to include tax.	\$450 per ton.
#3.2	Based on an accumulative tons picked-up during the twelve month period, 1 June through 31 May, should City of Spokane exceed 50 Tons, of Fog Seal enter the unit price per ton that would be incurred during the remainder of the 12-month period. Quoted Unit Price is not to include tax.	\$450 per ton.
#4	Pricing Adjustments can be requested on the "anniversary of award" with justification support.	I acknowledge and I understand
#4.1	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
#4.2	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
#4.3	An approved price increase will become effective after the approval of the increase.	I acknowledge and I understand
#4.4	Retroactive price increase adjustments will not be considered.	I acknowledge and I understand
#5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and I understand

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

## **“Quickseal” Emulsified Asphalt Fog Oil (concentrate) Specifications**

“Quickseal” is a pre-diluted emulsion intended as a fast breaking fog seal and tacking material to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pickup and tracking under automobile tires.

This material must be stable for use at a 50% dilution rate. Dilution by the supplier is required to insure product consistency.

Final product acceptance is based on field performance.

The concentrate for “Quickseal” will meet the following specifications prior to dilution:

AASHTO Test Method			
Sieve Test, %	T 59		0.3 max
Particle charge test	T 59		positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, % <sup>a</sup>	T 59		25 min
Distillation:			
Residue by distillation @ 260 C (500°F)	T 59		60 min
Penetration @ 25 C (77°F)	T 49	30 min	100 max





City of Spokane Public Works  
808 W Spokane Falls Blvd  
Spokane, WA 99201

March 31st, 2025

**RE: Ergon Asphalt & Emulsions Cover Letter**

To whom it may concern:

Ergon Asphalt & Emulsions is pleased to submit a proposal to supply Fog Seal for a five year period beginning June 1, 2025 through May 31, 2030. We have enjoyed being the City of Spokane's supplier for the previous contract from 2020-2024 and look forward to having the opportunity to continue working together in the future. We have a consistent record of producing Fog Seal within required specifications and have attached our Fog Seal specifications for review.

We look forward to assisting you in your road maintenance program for the 2025 season.

Sincerely,

Zack MacDonald  
Area Sales Manager  
Ergon Asphalt & Emulsions



< Business Lookup

License Information:

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

Entity name: ERGON ASPHALT & EMULSIONS, INC.

Business name: ERGON ASPHALT & EMULSIONS, INC.

Entity type: Profit Corporation

UBI #: 604-595-326

Business ID: 001

Location ID: 0001

Location: Active

Location address: 4327 N THOR ST  
SPOKANE WA 99217-7098

Mailing address: PO BOX 1639  
JACKSON MS 39215-1639

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issue
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**Owners and officers**

**Title**

WATSON, SCOTT

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The Business Lookup information is updated nightly. Search date and time: 3/26/2025 10:28:13 AM

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CITY OF SPOKANE - Purchasing Nelson Center

9 15 N Nelson Street

SPOKANE, WA 99202

PHONE 509 625 6527

**RFQ 6354-25, Fog Seal – As Needed Over Five (5) Year Period**

Annual Quantities listed on pricing form are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, picked up, and accepted by the City.

Vendor's prices shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City. Pricing Adjustments can be requested on the "anniversary of award" with justification support and concurred with by the City. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

ITEM	Ergon Asphalt & Emulsion	
Spec'd Fog Seal	Picked-Up Unit Price Per Ton Up To 50 Tons During 12-Month Period.	Picked-Up Unit Price Per Ton Should 50 Tons Have Been Exceeded With 12-Month Period.
	\$450.00	\$450.00
Estimated 12-month usage Qty 50 TonS	50	
Sub Total	\$22,500.00	
Applicable Tax (9.1%)	\$2,047.50	
Extended Total	\$24,547.50	

## &lt; Business Lookup

## License Information:

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

**Entity name:** ERGON ASPHALT & EMULSIONS, INC.

**Business name:** ERGON ASPHALT & EMULSIONS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-595-326

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 4327 N THOR ST  
SPOKANE WA 99217-7098

**Mailing address:** PO BOX 1639  
JACKSON MS 39215-1639

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

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

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Scale - Large</a>		1		<a href="#">Active</a>	Mar-31-2026	Mar-16-2020
<a href="#">Spokane General Business</a>				<a href="#">Active</a>	Mar-31-2026	Mar-16-2020

&lt; Page 1 of 2 &gt;

## Owners and officers on file with the Department of Revenue

Filter

Owners and officers	Title
ADAMS, BECKY	
ADAMS, STEVE	
ANDREYCHECK, NICK	
ARNOLD, GENE	
BAUMGARDNER, GAYLON	
BROOKS, DREW	
CATRON, JAMES R	
COWLEY, SHELLY	
ERICKSON, LARRY	
GRUBBA, BILL	
HODGES, KENNETH E	
HOWARD, MIKE	
ISHEE, MARK	
JOHNSON, GARY	
LAMPTON, ROBERT H	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 1:20:04 PM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/11/2025

**Clerk's File #**

OPR 2025-0337

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

FLEET SERVICES

**Bid #****Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #****Contact E-Mail**

RGIDDINGS@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**

5100- PURCHASE OF DUMP TRUCK FOR WATER (1 OF 2)

**Agenda Wording**

Fleet Services would like to purchase a Kenworth T880 Dump Truck for the Water Department using a Sourcewell contract. Total cost not to exceed \$315,000 including applicable sales tax.

**Summary (Background)**

The Water Department would like to replace an older dump truck that has exceeded its economic lifecycle. A chassis has become available, and specifications are currently being finalized. Total cost is not to exceed \$315,000 including sales tax. Unit will be purchased using a Sourcewell contract.

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

None identified.

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

Data will not be collected.

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

Lifecycle data is collected by Fleet for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No Subcommittee for this topic.



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 315,000	
Current Year Cost		\$ 315,000	
Subsequent Year(s) Cost		\$ \$0	
<b><u>Narrative</u></b>			
New unit will be purchased using a cooperative Sourcewell contract following all City competitive purchasing rules. Replacing older, higher usage vehicles dramatically lowers maintenance costs and vehicle emissions.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 315,000	# 4100-42490-94340-56404-11003	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD		
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	GBYRD		
<b><u>Distribution List</u></b>			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org			



KENWORTH SALES COMPANY - SPOKANE (T056)  
6420 EAST BROADWAY  
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES  
915 N NELSON ST  
SPOKANE, Washington 99202  
United States of America

Shane Petersen  
Cell Phone:  
Office Phone: 509-534-2643  
Email: spetersen@kwsco.com

RICHARD GIDDINGS  
Cell Phone: 509.625.7706  
Office Phone: 509.625.7706  
Email: rgiddings@cityofspokane.org

## Customer Quote

### Equipment

Quantity:	1
Truck Price:	\$312,158
Dealer Options:	\$0
Extended Warranty:	\$0
Equipment Price:	\$227,875
Surcharges Not Subject to Discount:	\$1,600
Options Not Subject to Discount:	\$799
Factory Freight Cost:	\$3,775

Total Equipment Price: \$234,049

### NET Sale Price:

\$262,298

### Miscellaneous

FET Tire Credit:	<i>* FET IS NOT APPLIED</i>	\$0
Net Chassis FET:		\$0
State Tax:		\$0
Body/Trailer/Accessories FET:		\$0
Fees:		\$0
Other:		\$0

### Quotation Total:

\$262,298

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

*\* DOES NOT include Sales Tax  
- Tax @ 9.1 % = \$23,869.12*

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

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Cell Phone: 509.625.7706  
Office Phone: 509.625.7706  
Email: rgiddings@cityofspokane.org

## Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	14600
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	4 AXLE OSW DUMP	G.C.W. (lbs):	105500
Description 2:	Clone of Chassis 197648 T880 Series Conventional		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	78
Commodity:	Gravel/Crushed Rock/Sand	Class B (Hwy/Mtn)	20
Body		Class C (Off-Hwy)	2
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	220
Max Laden Weight (lbs):	4000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	146
Type:		Cab to EOF (in):	206
Length (ft):	0	Overall Comb. Length (in):	328.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All sales are F.O.B. designated plant of manufacture.

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Sales Code	Std/Opt	Description	\$ List	Weight
<b>Model</b>				
0000810	S	<b>T880 Series Conventional</b>	236,467	15,549
0070060	S	<b>T880</b>	0	0
0072000	O	<b>Chassis Operation Will Not Incl. Stationary</b> application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080101	O	<b>CARB Low NOX Omnibus Registration Guidelines</b> Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0	0
0080310	O	<b>EPA Clean Idle Label - Cummins Engines</b>	107	0
0090000	S	<b>Non-Sleeper w/ Rear Axle Capacity less than 59K.</b>	0	0
0098447	O	<b>State of Registry: Washington</b>	0	0
<b>Engine &amp; Equipment</b>				
0130366	O	<b>Cummins X15 565V 565@2000 1850@1150, 2024</b> with Intebrate, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown ( N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 64....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume ( N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 100...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	13,746	470
1000046	O	<b>EPA Emissions Warranty Engine</b>	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1000122	U	<b>2024 SERIES EMISSIONS ENGINE</b> Narr 2024 SERIES EMISSIONS ENGINE 2024 SERIES EMISSIONS ENGINE 2024 SERIES EMISSIONS ENGINE 2024 SERIES E	0	0
1000151	S	<b>PremierSpec</b>	0	0
1000244	O	<b>Gearing Analysis: Balance</b> power/economy blend results.	0	0
1000252	O	<b>Customer's Typical Operating Spd: 62 MPH</b>	0	0
1000344	O	<b>EWI Tracking - A2 Engine Module Chassis</b>	0	0
1000525		<b>RegistrationYear</b> Year of Registration: 2025	0	0
1000684	O	<b>Effective VSL Setting NA</b>	0	0
1000857	S	<b>Engine Idle Shutdown Timer Enabled</b>	0	0
1000859	O	<b>Enable EIST Ambient Temp Overrule</b>	0	0
1000891	O	<b>Eff EIST NA Expiration Miles</b> Use only with MX and Cummins engines	0	0
1002080	O	<b>Air Compressor: Cummins 18.7 CFM, Naturally</b> Aspirated for Cummins X15 and X15N engines	204	0
1051200	S	<b>Air Cleaner: Composite Firewall Mounted PACCAR or</b> Cummins Engines	0	0
1099080	O	<b>Pre-Cleaner Mounted in the Hood Plenum</b>	370	0
1105220	O	<b>Fan Hub: Horton 2-Speed for X15/X15N</b>	27	0
1123555	S	<b>Cooling module: 1330 square inches.</b> Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	0
1160208	O	<b>Bug Screen: Between Hood &amp; Grille</b>	128	2
1247263	S	<b>EXH: Single Can 2024 RH Under with RH</b> Side-of-Cab Vertical Tailpipe	0	0
1290336	O	<b>Tailpipe: 7 in. single 36 in. 45 degree curved.</b>	208	4
1291938	U	<b>EXHAUST HEATSHIELD FOR SOC EXHAUST</b> Narr EXHAUST HEATSHIELD FOR SOC EXHAUST	97	2
1321109	O	<b>Fuel Filter:PACCAR Standard Service Interval</b> Fuel/Water Separator. 2017 and Later Emissions	73	0
1321205	S	<b>Run Aid:Fuel Heat</b> *For Fuel Filter	0	0
1321305	S	<b>Start Aid:12V Heat</b> *For Fuel Filter	0	0
1500029	O	<b>Kenworth Fuel Cooler</b> Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High	308	6

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Sales Code	Std/ Opt	Description	\$ List	Weight
		RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.		
1504005	O	<b>Immersion Block Heater 120V 1500W W/ Plug Under</b> Door on C500, T660, T800 & W900.	150	2
1812162	O	<b>Alternator: 160 amp Brushless</b> with battery voltage sense. *This code replaced 1812160.	400	9
1821210	S	<b>Batteries: 3 PACCAR GP31 Threaded Post (700-730)</b> 2100-2190 CCA dual purpose.	0	0
1832039	O	<b>Starter: Delco 39MT w/over crank protection</b> 12 volt	78	0
1840065	S	<b>12V Low Voltage Disconnect for Battery Protection</b>	0	0
1900996	O	<b>Jump Start Terminals Under Hood.</b>	290	12
1901017	S	<b>Remote PTO/Throttle, 12-Pin, Engine Bay</b> Remote Control Provision	0	0
<b>Transmission &amp; Clutch</b>				
2016627	O	<b>Transmission: Allison 4500RDS 6-speed, With PTO</b> drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	26,387	478
2406453	O	<b>Driveline: 2 Dana SPL250XL 1 Centerbearing</b> Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	1,156	98
2410018	O	<b>Torque Converter Included W/ Allison</b> Transmission.	0	0
2410151	O	<b>Pushbutton Control Center Console Mounted.</b> Class 8 with Allison Transmission.	0	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0	0
2410310	O	<b>Allison Neutral at Stop</b>	0	0
2410319	O	<b>Allison Fuel Sense: Dynactive</b> Includes Dynamic Shift Sensing	315	0
2429358	O	<b>Rear Transmission Support Springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	92	0
2429377	O	<b>Customer Installed Transmission PTO in the Top</b> Mounted position (1 o'clock) for Allison 3000 & 4000 transmissions.	0	0
<b>Front Axle &amp; Equipment</b>				
2513030	O	<b>Meritor MFS14 Plus 14.6K 3.74in. Drop Wide Track.</b>	-1,633	-169
2607001	O	<b>Front Brakes: 14.6K Bendix Air Disc Brakes Lube</b> Free.	-340	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
2690025	O	<b>Splined Rotor for Front Air Disc Brakes for Use</b> with Iron Hubs.	-120	0
2690028	O	<b>Integral Knuckle for Air Disc Brake, for use on</b> Meritor MFS PLUS Steer Axle	0	0
2702500	O	<b>Front Hub: Iron Hub Pilot 14,600 lbs.</b> 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	-525	48
2741970	S	<b>ConMet PreSet Plus Hub Package; Front Axle.</b>	0	0
2750001	S	<b>Hubcap: Front Vented.</b>	0	0
2769000	S	<b>Slack Adjusters Included W/ Front Axle or Brakes.</b> Also use with disc brakes.	0	0
2864019	O	<b>Front Springs: Taperleaf 14.6K W/ Shock Absorbers</b> 2-leaf. With maintenance-free elastomer spring pin bushings. Standard with rubber pins. Not available on W900L or W900S.	-477	-101
2893881	O	<b>Single Power Steering Gear: 16K TRW TAS85</b> W900B/W990 available, but not available W900S, W900L or T3.	-845	-35
2899336	S	<b>Power Steering Cooler: Radiator Mounted Air-to-Oil</b>	0	0
<b>Rear Axle &amp; Equipment</b>				
3144182	O	<b>Dual Dana Spicer D46-172H Rear Axle rated at 46K.</b> w/ 16mm housing and 2.06in. shaft diameter. Tandem rear axles.	812	-158
3200456	O	<b>Rear Axle Ratio - 4.56.</b>	0	0
3334004	O	<b>Dual Rear Brakes 16-1/2x7 in. to 46K;</b> Bendix ES-extended service S-cam.	-1,549	-40
3392002	O	<b>Dual Rear Heavy Duty Brake Drums: Cast.</b> Use HD Gunitite Drum when tandem axle with GAWR over 46,000 lbs is selected. For 16.5X7" or 16.5X8.625" brake.	-988	0
3407050	S	<b>Dual Rear Hubs: Aluminum Hub Pilot 46K;</b> 11.25" bolt circle. Requires "R" series outer ends.	0	0
3441972	S	<b>ConMet PreSet Plus Hub Package; Dual Rear Axle.</b>	0	0
3465002	O	<b>Tandem Rear Axle Automatic Slack Adjusters.</b> For use with drum brakes.	286	0
3485208	O	<b>Spring Brake: 3036 Dual 30 Square Inches;</b> 36 square inches spring chamber. For drum brakes.	533	100
3495226	O	<b>Bendix 4S/4M Anti-Lock Brake System.</b>	-3,583	0
3500006	O	<b>Inverted Chambers for 16-1/2 x 7 in. Brakes;</b> Replaces standard mount w/ higher mount.	6	0
3500057	O	<b>Interaxle Driveline: 1 Dana SPL170XL</b> Tandem Rear Axles Only	-104	8
3532194	O	<b>Wheel Differential Lock for Dana Spicer Axles</b> D40-170(P)/D46-170(H)(P)(WT) forward rear axle & rear rear axle.	2,825	112
3573111	O	<b>Separate Switch for Dual Axles:</b> differential lock or crosslock.	15	0
3742941	O	<b>Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.</b>	1,475	180

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Sales Code	Std/Opt	Description	\$ List	Weight
		54 in. axle spacing, 17.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 12.5 in. Laden Height: 10.5 in.		
3808131	O	<b>1 Steerable Pusher: Watson-Chalin 13.5K SL13</b>	16,271	1,245
3820036	O	<b>1 Steerable Pusher Brakes: Bendix Non-RSD 15x4</b> Use with 13.5K axle.	0	0
3820523	O	<b>1 Steerable Pusher Brake Drum 15x4 for Use With</b> 13.5K axle.	0	0
3821121	O	<b>1 Steerable Pusher Hubs Aluminum Hub Pilot</b> for use with 13.5K axle.	0	0
3828334	O	<b>Pusher or Tag: Gauge/ Switch Dash-Mounted, Gauge</b> LH driver's seat, regulator under driver door.	0	0
3830145	O	<b>Delete Standard Heavy-Duty Air Springs for Rear</b> suspension.	-27	-28
3841061	O	<b>1st Pusher Location: 61 in. From C/I Forward</b> tandem axle or single rear axle.	0	0
<b>Tires &amp; Wheels</b>				
4017181	O	<b>Front Tires: Michelin XZY3 385/65R22.5 18PR</b> 42.4 in. Diameter, All Position. 19.6 in. SLR.	-122	130
4238700	O	<b>Rear tires: Goodyear G182 RSD 11R24.5 16PR.</b> 44.1 in. diameter. drive tire. 20.8 in. SLR. Code is priced per pair of tires	788	272
4781772	O	<b>1 Steerable Pusher: 2 Michelin XZE 255/70R22.5</b> 16PR. 36.7 in. diameter, all position. AKA PXZE. 17.2 in. SLR.	-561	-40
4900008	O	<b>Rear Tire Quantity: 8</b>	0	0
5045218	O	<b>Front Wheel: Alcoa 82462 22.5x12.25 aluminum,</b> with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	22	-3
5245275	O	<b>Rear Wheel: Alcoa 98U63 24.5X8.25 AL</b> Ultra One High Polish Wheel.	1,984	-136
5781263	O	<b>1 Steerable Pusher: 2 Alcoa 88565 22.5X8.25 AL</b> with Lvl One [TM] High Polish finish, hub-pilot mount. 8000lb. maximum rating. Severe service.	679	-36
5850040	O	<b>Wheelguards: All Axles.</b>	112	2
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0	0
<b>Frame &amp; Equipment</b>				
6057600	O	<b>Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to</b> 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,939	452
6302461	O	<b>Bumper: Tapered Chrome Steel Channel. Requires a</b> bumper setting code.	594	63

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6319485	S	<b>48.5 in. Bumper Setting. Requires a Bumper Code.</b>	0	0
6324025	O	<b>Front Tow Hook: Center Mounted, Cast.</b> Requires iron front drive brackets.	303	28
6390312	O	<b>Brackets: Iron Front Spring Drive. Included with</b> front spring capacity of 16,000 lbs or greater; code not required.	196	47
6391201	O	<b>Custom Frame Layout: One Chassis</b> CFL BBX: CLOSE TO THE FUEL TANK AS POSSIBLE. CFL A/D: A/D INSIDE FRMAE BOC PASSENGER SIDE	1,380	0
6401233	O	<b>Steel Cantilever Battery Box BOC with smooth</b> aluminum cover. Vocational Style.	762	39
6409902	O	<b>Battery Box Location: RH Side.</b>	116	15
6451094	O	<b>C5, T6, T8 Polished DPF/SCR or CNG Cover</b> with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components.	467	0
6490440	O	<b>Heavy-Duty BOC Crossmember Assembly.</b>	221	23
6679856	O	<b>Final End-of-Frame Cut-Off Dimension Will be</b> modified to less than or equal to 45 in.	0	0
6679995	O	<b>Customer Will Install Structural End-of-Frame</b> crossmember before vehicle is placed in service.	0	0
6721102	S	<b>Rear Mudflap Arms: Betts B-25 Standard-Duty,</b> straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	<b>Rear Mudflap Shields: White Plastic Antisail W/</b> Kenworth logo.	0	0
6742009	S	<b>Square End-of-Frame W/O Crossmember; Non-Towing.</b>	0	0
<b>Fuel Tanks &amp; Equip</b>				
7210110	O	<b>Fuel Tank: 110 US Gallon 24.5 in. Aluminum Under</b> replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	222	2
7722153	S	<b>Small Round DEF Tank, 14 Gallons.</b> The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7812238	O	<b>One Additional Standard Tank Support for 1 Fuel</b> tank. This is not a heavy-duty 7 in. wide support.	183	17
7813002	O	<b>Additional Tank Support Location. LH Under.</b>	0	0
7831008	O	<b>6 in. Wide Lower Fuel Tank Step, for One 22 in.</b> or 24.5 in. tank LH.	89	2
7840015	O	<b>Polish Only One Aluminum Tank.</b>	477	0
7840038	O	<b>Polished Cover for 1 DEF Tank Any Size.</b>	358	3

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7889061	O	Polished Stainless Steel Tank Straps for 1 Tank.	96	0
7889203	S	DEF to Fuel Fill Ratio 2:1 or Greater.	0	0
7889245	S	Anti-Siphon Device in Fuel Tank Filler Neck. For any number of fuel tanks.	0	0
7889604	S	DEF Tank Location is LH.	0	0
7920110	O	Location: 110 gal fuel tank LH under cab	0	0
<b>Cab &amp; Equipment</b>				
8025301	S	<b>Cab: Stamped Aluminum Cab with Panoramic Curved</b> glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	0
8090604	O	<b>Hood: T880 Set-Back Medium Length. 122.6 inch</b> BBC W/Std Bumper.	324	15
8108002	O	<b>Fine Particulate Filter for Cabin Air HVAC</b> system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	46	0
8108011	S	<b>Cab HVAC - Day Cab and 40 in. Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	S	<b>Kenworth Smartwheel: 18 in. Non-Leather With</b> Integrated Radio and Cruise Controls.	0	0
8201051	O	<b>Column Mtd Retarder Control, RH Side</b> Use with Manual & Allison Transmissions Only.	0	0
8201200	S	<b>Adjustable Telescoping Tilt Steering Column.</b>	0	0
8203060	O	<b>5 Sets of Keys. Replaces Standard 2 Sets of Keys.</b>	32	0
8203196	O	<b>Dash Mounted Compact Trailer Brake Valve.</b> Self Returning.	0	0
8205012	O	<b>Off-Highway Dash Switch: For ABS System. Includes</b> indicator light.	59	0
8205067	O	<b>Controls on Dash for Trailer Dump Gate.</b> Includes piping & indicator light. * T680/T880 available with speed interlock (8208603)	72	0
8205135	O	<b>Information for Customer-Installed PTO Muncie</b> 10-bolt.	0	0
8205177	O	<b>Dash Switch:1st Allison-Mounted PTO.</b>	244	0

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Date: April 10, 2025

Deal: 4 AXLE OSW DUMP

Quote Number: QUO-1099144-F5G8X2

Printed On: 4/10/2025 3:05:41 PM





Sales Code	Std/Opt	Description	\$ List	Weight
		Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.		
8205228	O	<b>One (1) Spare Accessory Electric-Over-Air</b> Switch with Latching Air Solenoid. Mounted on dash for customer-installed option. Latching means the output air pressure will remain on, while there is air remaining in the air tank, when the ignition is off and switch position is on. Not intended for Trailer Lift Axle controls, see 8208607 and 8208608.	114	0
8208496	O	<b>Three Spare Switches: Wired to Power.</b>	140	0
8220106	O	<b>Gauge: Dash Mounted Air Filter Restriction Gauge.</b>	167	0
8221136	O	<b>Gauge: Trailer Reservoir Air Pressure Gauge.</b>	75	0
8221137	O	<b>Gauge: Trailer Air Application Gauge.</b>	73	0
8221139	O	<b>Gauge: Additional Dash Mounted Air Pressure Gauge</b> Includes piping to BOC/BOS.	44	0
8221160	O	<b>Gauge: Engine Oil Temperature Gauge With Integral</b> warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	48	0
8222404	S	<b>Gauge: DD Virtual Gauge - Oil Temp Engine</b>	0	0
8222413	S	<b>Gauge: DD Virtual Gauge - Manifold</b> Pressure Boost	0	0
8222414	S	<b>Gauge: DD Virtual Gauge - Engine Percent</b> Torque	0	0
8222712	O	<b>Gauge: Fuel Filter Restriction Gauge.</b>	146	0
8222722	O	<b>Gauge: Manifold Pressure Gauge.</b> The NavPlus HD unit includes a virtual manifold pressure gauge.	31	0
8222794	O	<b>Hour Meter Mounted in Dash for PTO.</b>	103	0
8225658	O	<b>Gauge: Axle Oil Temperature, Dual-Drive Axle.</b> (2 gauges) w/integral warning light.	235	0
8226667	O	<b>Gauge: Oil Temperature Gauge Transmission.</b> The NavPlus HD unit includes a virtual transmission oil temperature gauge.	75	0
8282027	S	<b>Main Instrument Package: 15" Digital Display.</b> Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	0
8282120	O	<b>USB Charging Port - Dash Panel</b> *Requires 15" Digital Display 8282027/8282028	30	0
8300008	S	<b>Interior Color: Slate Gray</b>	0	0
8330102	S	<b>Interior Package: Vantage Daycab</b>	0	0

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		Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.		
8390634	S	<b>Rubber Floormat</b>	0	0
8410272	O	<b>Driver Seat: GT702 HB with DuraCloth material.</b> The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	135	10
8480102	O	<b>Rider Seat: GT100 Toolbox HB with DuraCloth</b> Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	132	0
8490187	O	<b>Seat Color: Gray</b>	0	0
8497005	O	<b>Air Line Fitting: At Driver Seat.</b> Customer-installed air chuck.	64	4
8601431	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Phone</b> Bluetooth Disabled	13	0
8601880	O	<b>CB Radio: Cobra 29. Includes Weatherband W/Header</b> mounted quick release. Includes transceiver & separate speaker remote-mounted in headliner & dual CB antennas. Includes sound tracker & illuminated panel.	589	11
8698982	O	<b>Mid Level Audio System - Daycab: High Performance</b> Door and B-Pillar Speakers.	49	4
8700196	O	<b>Turn Signal: Self-Cancelling</b>	275	0
8700283	S	<b>LH and RH Trip Ledge Rain Deflectors</b>	0	0
8700601	S	<b>Global Telematics Unit</b>	0	0
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted</b> Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	<b>Kenworth Daylite Door With Standard LH/RH</b> electric door locks and LH/RH electric window controls.	0	0
8841411	S	<b>Single Air Horn Under Cab.</b>	0	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8865002	S	<b>Aero Mirror: Dual Kenworth Aerodynamic Motorized</b> heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.		
8871448	O	<b>Rear Cab Stationary Shatterproof Window</b> 19in x 36in. Polycarbonate plastic window replacing standard glass window.	566	-6
8879921	O	<b>Two Additional Outboard Shatterproof Windows</b> 19in x 12in. Polycarbonate plastic windows replacing standard glass windows.	595	2
8890038	O	<b>3.5in x 11.5in Plastic Records Holder: Mounted On</b> Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	63	0
8890101	S	<b>One-Piece Bonded-In Windshield With Curved Glass.</b> Standard.	0	0
8890135	S	<b>Exterior Stainless Steel Sunvisor.</b>	893	19
8890349	S	<b>Wheelwell Fender Extension: 2.5 Inches</b>	0	0
8890876	S	<b>Kenworth Cab/Sleeper Air Suspension.</b>	0	0
8891013	O	<b>Extreme Temperature Insulation: Daycab</b> Additional cab side wall insulation with improved material properties over standard insulation package.	158	0
<b>Lights &amp; Instruments</b>				
9010553	S	<b>Headlamps: SAE Dual Halogen Complex Reflector</b>	0	0
9022137	S	<b>Marker Lights: Five Rectangular LED.</b>	0	0
9030016	S	<b>Turn Signal Lights: Flush Mounted LED. Mounted at</b> top of fender wheel arc.	0	0
9030052	S	<b>LED Stop, Turn, Tail: With Two LED</b> Backup Lights and With An LED License Plate.	0	0
9049825	O	<b>Customer-Installed Road/ Fog Lights Switch &amp;</b> wiring.	59	0
9052011	O	<b>Dual Flush Floodlights: First Set</b>	129	2
9059921	O	<b>Floodlight Location: Located Low - First Set</b> . This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0	0
9080141	O	<b>Dual Low-Profile LED Amber Strobe Beacon Centered</b> over door.	988	7
9090039	S	<b>Marker Lights: Interrupter Switch.</b> Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	<b>Omit Brake Light with Engine Brake.</b> Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090126	O	<b>Electric Backup Alarm: Meets SAE J994 &amp; OSHA</b> requirements.	172	4
9090302	O	<b>Junction Box: Mounted Behind Cab or Sleeper</b> Not Mounted at End of Frame.	172	1

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Sales Code	Std/Opt	Description	\$ List	Weight
9090316	O	Junction Box: End of Frame	293	1
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	49	0
<b>Air Equipment</b>				
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	149	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0	0
9110020	O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	982	15
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0	0
9140085	O	Bendix LQ-5 Ratio Valve; for Kenworth-Installed pusher/tag. LQ-5 valve limits the amount of air applied to the pusher brakes. Helps prevent lockup in lightly loaded conditions.	174	2
9140254	O	Locate Air Dryer Inside RH Rail BOC. This code requires the use of a custom frame layout code.	0	0
9140289	O	Air Tanks: Mounted Inside Frame Flanges where possible. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS Electric Supply Through SAE J560 7-pin connector per TMC RP137).	0	0
<b>Extended Warranty</b>				
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
9210401	O	Allison 4000 Series Transmission Surcharge	1,600	0
9212653	O	TruckTech+ RD - 5YR Sub Cummins Engines	799	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0	0
<b>Miscellaneous</b>				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional Lead Time Required for Off Highway & /or specialty component truck.	0	0
9490206	O	Warning Triangle Reflector Kit: Shipped Loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	56	4
9490645	O	Zinc Phosphate Frame Rail Paint Processing. Requires frame rail code. Code is for 1 pair of rails.	405	0
9491652	S	EMUX Architecture	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Promotions</b>				
9511085	U	<b>COPPER FREE LINING TRACKING CODE</b> <i>Narr COPPER FREE LINING TRACKING CODE COPPER FREE LINING TRACKING CODE</i>	0	0
9511124	O	<b>Model Year 2025 Engine</b>	0	0
<b>Paint</b>				
9700000	O	<b>Paint Color Number(s).</b>  N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	0
9943004	O	<b>Bumper Unpainted</b>	0	0
9943048	O	<b>Day Cab Bulk Paint</b>	0	0
9943050	O	<b>Day Cab Standard Paint</b>	0	0
9944820	S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0	0
9965510	S	<b>Base Coat/ Clear Coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Special Requirements

Special Requirement 1 0098025  
Special Requirement 2  
Special Requirement 3  
Special Requirement 4

### Order Comments

Price Level: January 1, 2025  
Deal: 4 AXLE OSW DUMP  
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Total List Price (W/O Freight & Warranty & Surcharges )	\$312,158
Marketing and Service Support Fee	\$1,555
Prepaid Freight	\$3,775
Total Surcharge/Options Not Subject To Discount	\$2,399
 Total Weight (lbs)	 18,769

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

### **Prices and Specifications Subject to Change Without Notice.**

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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#### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



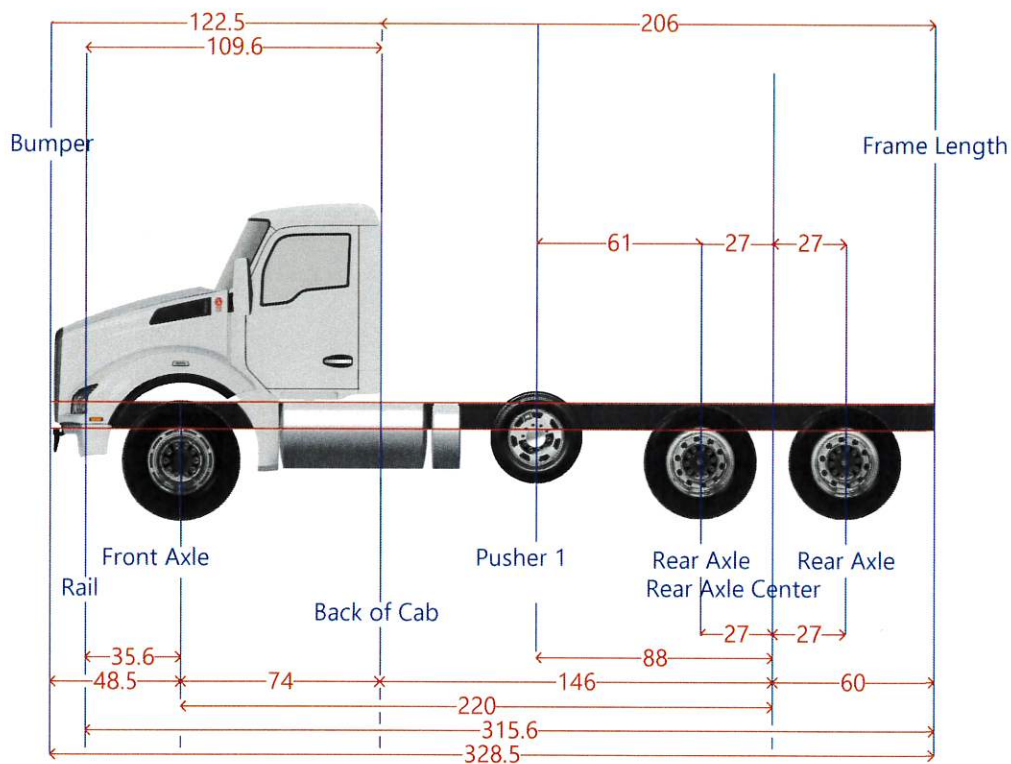


Shipping Destinations

Intermediate Destination:

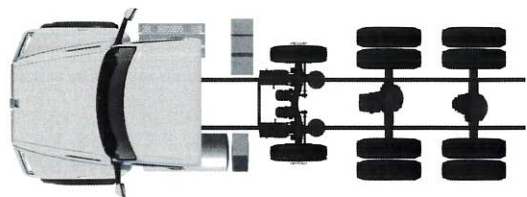
Final Destinations	Quantity
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## HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	193	247
Bumper to Back of Cab	122.5	-48.5	74
Bumper to Front Axle	48.5	-48.5	0
Bumper to Front Frame	12.9	-48.5	-35.6
Cab to End of Frame	206.0	74	280
Cab to Rear Axle	146.0	74	220
Effective Bumper to Back Of Cab	122.5	-48.5	74
Frame Length	315.6	-35.6	280
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	35.6	-35.6	0
Load Space	206.0	74	280
Overall Length	328.5	-48.5	280
Overhang	60.0	220	280
Pusher Offset #1	-34.0	193	220
Pusher Offset #2	27.0	193	220
Pusher Offset #3	27.0	193	220
Tag Offset	27.0	220	247
Wheelbase	220	0	220

FRAME LAYOUT



**Note:** Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 220)

Sales Code	Description	Length	Side
7210110	Fuel Tank: 110 US Gallon 24.5 in. Aluminum Under	55	Left
7722153	Small Round DEF Tank, 14 Gallons.	10.2	Left
6401233	Steel Cantilever Battery Box BOC with smooth	15.2	Right



# WILLIAMSEN-GODWIN TRUCK BODY CO.



Williamsen-Godwin Dump Bodies are Manufactured in the USA with American Made Steel

Date  
April 10, 2025  
Kenworth Sales Spokane  
6420 East Broadway  
Spokane, WA 99212  
Attn: Shane Peterson

Expiration Date: 05/10/2025

Quote Number: DH-6617  
Order Number:  
Mfg. Number:  
**Del Date: Nov-Dec 2025**

Ref.:

Make	Model	Year	VIN#	CT 137"-140"	Weight 7125 lbs.
------	-------	------	------	-----------------	---------------------

It is with pleasure we furnish the following quotation for your consideration:

	WG16TS-IB-T	Williamsen-Godwin Tapered Side Dump Body, 16' 14.1 – 17.6 CU. YD. Capacity, Sides Tapered From 45" at Front to 35" at Rear, Tailgate 45" High, 86" I.D. x 98" O.D. (100% Continuous welded)	
	Front	Front End: 62" High <u>3/16" AR450 steel</u> , top cap and stiffeners to be 1/4" Domex 100K steel	
	Front	Shovel holder on front of body, left hand side	
	Front	Inboard cylinder housing for Hyva base lift hoist, doghouse made of 1/4" 100K material.	
	Front	Tarp housing integrated into front head sheet	
	Front	Install cylinder in body with front lift assembly	
TS Series	Side	Sides taper from 45" to 35" 10 ga. grade 50 hi-strength steel with full length 6" sloping boxed top rail, 6" deep sloping bottom rail. Rear (Dirt shedding) corner post is boxed 7 ga. grade 50 hi-strength steel, 6" wide extra deep for added strength to rear end, to accept recessed taillights, flush mounted upper tailgate hinges, <u>4" I.D. sideboard pockets</u> front and rear, <u>3/16" AR450 inner panel</u> to form double wall construction std.	
	Side	Two (2) horizontal side braces	
	Side	Step mounted on top of lower rail with grab handle above, left hand side of body towards front	
	Side	Step mounted on top of lower rail with grab handle above, right hand side of body towards front	
	Side	Install 4" x 10" rough cut wooden sideboards.	

	Tailgate	Sloping Tailgate, (45") 10 ga. grade 50 hi-strength steel, boxed perimeter, sloped bracing, two formed horizontal sloping center braces, <u>1/4" AR450 steel</u> inner panel to form double wall. 1" cast steel upper hinge, 1-1/4" hinge pins greaseable, 1-1/4" solid steel cross shaft, cast steel over lock hardware, tailgate locked by over center hardware at rear of body.	
	Tailgate	Air tailgate hardware, over center locking hardware with air-to-air cylinder, electric over air control, valve, and electric toggle switch nylon air tubing, fitting, etc. for electric over air operation.	
	Tailgate	Combination drop and spreader tailgate chains, 3/8" chain with upper and lower chain catches on corner posts.	
	Floor	Floor, <u>1/4" AR450</u> quenched and tempered abrasion resistant steel floor, one piece (No Seams) with radius from side to floor.	
	Understructure	Crossmemberless with 8" x 15# wide flange structural steel "I" beam longitudinals. 1/4" full width, 8" deep rear cross member with return flanges.	
	Understructure	Sloping rear bar (Asphalt rear end)	
	Lights 331.04.091	6" oval LED sealed light system: LED side clearance lights and rear marker lights, LED combination stop, tail, and turn lights, LED back up lights recessed into rear corner post, LED rear I.C.C. lights furnished with mount bracket and sealed wiring harness, separate reflectors. (Wiring, lights and reflectors shipped loose)	
	Prime	Wheelabrated body to bright white finish, zinc powder coat primer.	
	Paint	Finish paint with one color PPG urethane (Silver) <u>(PESSS37672)</u>	
Hyva	63-137B P70594184	Base lift trunnion mounted, telescopic hoist NTEA Class 120 Cylinder, 41.8 Ton @ 50 degrees includes the following: body guides, front lift cylinder mount, cylinder to body lift straps and <u>dual body safety props</u> . Body lift straps utilize grease less fiber, self-lubrication bearings.	
	PCONV-WG-2 HYVA PTO HYVA Pump HYVA Tipper valve	(WG-2) includes <u>detent in down position</u> , 25' of air tubing, 7 rockers, 2 momentary, 5 on/off, brushed SS lid, 14" tall, HYVA PTO, HYVA DM Pump and Tipper Valve.	
	AOTSLIM	35-gallon steel reservoir 4.375" wide x 40" tall x 52" wide	



# WILLIAMSEN-GODWIN TRUCK BODY CO.



Williamsen-Godwin Dump Bodies are Manufactured in the USA with American Made Steel

ARH600SD P2300A-467H PAPSV-100-A	Rear hinge/hitch plate assembly for pup trailer towing (P/N ARH600SD) with Model 2300 Premier air shock hitch assembly Diversion valve assembly electric over air operated with hydraulic line to rear for Pup trailer with quick coupler. Includes relocating air and electrical lines at rear furnished with chassis. Wired to 6way connector at rear for Pup trailer. Includes relocating air and electrical lines at rear furnish with chassis.
Cab Protector	20" x 74" wide 10-gauge grade 50 steel with no riser, installed, Centered on front bulkhead (Double check for proper clearance.)
TARPOHOUSING	Tarp system electric kit with relay and switch, ¾" bearing, 84" x 20' mesh tarp, Tarp bow set, Tension bow set, 4-spring pivot set, tarp axle. (Use with integral tarp housing in front headboard)
	Install body, hoist, with PTO, hydraulic oil, hoses, fittings, and mud flaps behind drivers. Complete installation, painted and ready for service.
	CT = 137" min – 140" max Overhang = 18"
	F.O.B. Salt Lake City, Utah
	Delivery times are subject to change based on when the order was received and when chassis arrives at the upfit facility. All completion dates are approximate.
	Due to the uncertainty of the metal commodities and other related products, <b>prices will be good for 30 days only from date of estimate.</b> All estimates are subject to all price increases and prices may change without notice at any given time.

Sub-Total	\$53,082.00 ea.
State Tax	N/A
FET	N/A
Freight	TBD
Total	TBD

TERM AND CONDITIONS OF SALE	
	<b>Signature of customer will constitute a binding order</b>
Orders	All orders are subject to acceptance by an officer of Williamsen-Godwin Truck Body Company
Performance	Williamsen-Godwin shall not be liable for failure to complete the order in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delay in transportation, or other causes beyond its reasonable control.
Warranty	Standard 1 year on Williamsen-Godwin manufactured parts and 1 year on labor from the date of invoice. Contact Williamsen-Godwin for further details and optional warranty coverages.
Cancellation	No order can be canceled once accepted by Williamsen-Godwin without written request by the customer and approval by an officer of Williamsen-Godwin. Cancellation fees may apply.
Payment	<b>3% 10 Day Net 30 days.</b>
	<b>Any credit card charges of \$2,500.00 or more will be charged a 3% processing fee</b>
Prices	All orders are subject to current prices in effect on date of shipment.

Completed Orders	Orders ready for delivery must be received or shipped by the customer within 30 days or result in the loss of any quick pay discounts and are subject to sale to the open market.
F.O.B. Point	Unless otherwise stated, all prices are F.O.B. point of manufacture.
Freight	All freight rates are subject to change without notice
Taxes	Unless specifically stated, prices listed do not include federal, state, city, or other excise, occupation, sales, use, or similar taxes, which are extra and are to be added at rates in effect at time of shipment. If federal excise taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.

*Sincerely,*

*Accepted By:*

*David C. Heinze*



\_\_\_\_\_

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/15/2025

**Clerk's File #**

OPR 2025-0338

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

FLEET SERVICES

**Bid #**

SOURCEWELL

**Contact Name/Phone**

RICK GIDDINGS 625-7706

**Requisition #**

RE #20734

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Purchase w/o Contract

**Council Sponsor(s)**

KKLITZKE JBINGLE

**Sponsoring at Administrators Request**

NO

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

5100- PURCHASE OF DUMP TRUCK FOR WATER (2 OF 2)

**Agenda Wording**

Fleet Services would like to purchase one Kenworth T480 10 Yard Dump Truck from Kenworth Sales of Spokane using a Sourcewell Contract. (This is the second of two Water dump truck purchases.)

**Summary (Background)**

Water would like to replace an older dump truck used by the Hydrant Crew that has exceeded its economic lifecycle. A chassis has been located, and final specifications will be completed at a later date. Vehicle will be purchased from Kenworth Sales of Spokane using a cooperative Sourcewell contract. Total cost including sales tax is not to exceed \$310,000.



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

None identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle data for future analysis.

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

Aligns with CIP and City Centralized Fleet Management Policy.

**Council Subcommittee Review**

No subcommittee for this topic.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$ 310,000		
Current Year Cost	\$ 310,000		
Subsequent Year(s) Cost	\$ 0		
<b><u>Narrative</u></b>			
Unit will be purchased using a cooperative contract following all City competitive purchasing rules. Replacing older, higher use units reduces maintenance costs and tailpipe emissions.			
<b><u>Amount</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 310,000	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Funding Source</u></b>		One-Time	
<b><u>Funding Source Type</u></b>		Reserves	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b><u>Expense Occurrence</u></b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b><u>Approvals</u></b>		<b><u>Additional Approvals</u></b>	
<b><u>Dept Head</u></b>	GIDDINGS, RICHARD	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	GBYRD		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	GBYRD		
<b><u>Distribution List</u></b>			
	rgiddings@spokanecity.org		
Tprince@spokanecity.org	kyoung@spokanecity.org		



KENWORTH SALES COMPANY - SPOKANE (T056)  
6420 EAST BROADWAY  
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES  
915 N NELSON ST  
SPOKANE, Washington 99202  
United States of America

Shane Petersen  
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## Vehicle Summary

	Unit	Chassis
Model:	T480 Series Conventional	Fr Axle Load (lbs): 20000
Type:	FULL TRUCK	Rr Axle Load (lbs): 46000
Description 1:	T480 10 YD DUMP PLOW	G.C.W. (lbs): 80000
Description 2:	WATER DEPT MATT MEEK	
	<b>Application</b>	Road Conditions:
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway) 88
Commodity:	Gravel/Crushed Rock/Sand	Class B (Hwy/Mtn) 10
	<b>Body</b>	Class C (Off-Hwy) 2
Type:	End Dump	Class D (Off-Road) 0
Length (ft):	13	Maximum Grade: 8
Height (ft):	13	Wheelbase (in): 198
Max Laden Weight (lbs):	4000	Overhang (in): 75
		Fr Axle to BOC (in): 69.5
	<b>Trailer</b>	Cab to Axle (in): 128.5
No. of Trailer Axles:	0	Cab to EOF (in): 203.5
Type:		Overall Comb. Length (in): 337
Length (ft):	0	
Height (ft):	0	<b>Special Req.</b>
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.
Corner Radius (in):	0	
	<b>Restrictions</b>	
Length (ft):	75	
Width (in):	102	
Height (ft):	13.5	

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All sales are F.O.B. designated plant of manufacture.

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Sales Code	Std/Opt	Description	\$ List	Weight
<b>Model</b>				
0000480	S	<b>T480 Series Conventional</b>	124,587	10,386
0071001	O	<b>T480 Vocational Hood</b>	0	0
0080101	O	<b>CARB Low NOX Omnibus Registration Guidelines</b> Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0	0
0080314	O	<b>EPA Clean Idle Label - PACCAR PX Engines</b>	36	0
0090162	O	<b>T480 Tandem</b>	0	0
0098447	O	<b>State of Registry: Washington</b>	0	0
<b>Engine &amp; Equipment</b>				
0130226	O	<b>PACCAR PX-9 370 370@1600 1250@1200, 2024</b> With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 YES...Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,568	0
1000046	O	<b>EPA Emissions Warranty Engine</b>	0	0
1000151	S	<b>PremierSpec</b>	0	0
1000244	O	<b>Gearing Analysis: Balance</b> power/economy blend results.	0	0
1000255	O	<b>Customer's Typical Operating Spd: 68 MPH</b>	0	0

*\* Actuator & Cammins  
engine rebranded  
as PACCAR.*

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1000344	O	<b>EWI Tracking - A2 Engine Module Chassis</b>	0	0
1000525		<b>RegistrationYear</b> Year of Registration: 2025	0	0
1000684	O	<b>Effective VSL Setting NA</b>	0	0
1000858	O	<b>Engine Idle Shutdown Timer Disabled</b>	0	0
1000891	O	<b>Eff EIST NA Expiration Miles</b> Use only with MX and Cummins engines	0	0
1002060	S	<b>Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.</b>	0	0
1041399	S	<b>Air Cleaner: MD Composite Engine Mounted</b>	0	0
1105232	O	<b>Fan Hub: Horton Variable Speed</b> For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	702	0
1121233	O	<b>Cooling Module: 2.1M MD Vocation Hood</b> 1000 Square Inches	748	10
1160213	O	<b>Bug Screen: Front of Grille Mounted</b>	132	2
1247263	O	<b>EXH: Single Can 2024 RH Under with RH</b> Side-of-Cab Vertical Tailpipe	1,217	0
1290136	O	<b>Tailpipe: 5 in. single 36 in. 45 degree curved.</b>	222	15
1321102	S	<b>Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9</b> Fuel/water separator for 2021 and later engines.	0	0
1321205	O	<b>Run Aid:Fuel Heat</b> *For Fuel Filter	41	0
1321305	O	<b>Start Aid:12V Heat</b> *For Fuel Filter	22	1
1500029	O	<b>Kenworth Fuel Cooler</b> Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	238	0
1504006	O	<b>Block Heater: PACCAR 750 watt 120V for PX-7</b> and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	26	2
1700149	O	<b>Retarder: Jacobs for PX-9 and ISL With</b> 3-way switch. Replaces the standard turbo brake for PX-9 engines.	2,482	57
1816260	S	<b>Alternator: PACCAR 160 amp, Brush Type</b>	0	0
1821210	O	<b>Batteries: 3 PACCAR GP31 Threaded Post (700-730)</b> 2100-2190 CCA dual purpose.	179	62
1836106	S	<b>Mitsubishi 105P55 12V Starter with Cummins and PX</b> PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-	0	0

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		volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.		
1840066	O	<b>Cab Power Cutoff SW on Cab Floor</b> NFPA Compliant - Engine Shut off. Includes gauge.	318	2
1900996	O	<b>Jump Start Terminals Under Hood.</b>	85	0
1901017	O	<b>Remote PTO/Throttle, 12-Pin, Engine Bay</b> Remote Control Provision	34	0
<b>Transmission &amp; Clutch</b>				
2011613	O	<b>Transmission: Allison 3000RDS 6-speed, With PTO</b> drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,721	443
2406452	O	<b>Driveline: 2 Dana SPL170XL 1 Centerbearing</b>	439	16
2409941	S	<b>One Heavy-Duty One-Piece Aluminum Crossmember</b> This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	0
2410018	O	<b>Torque Converter Included W/ Allison</b> Transmission.	0	0
2410153	O	<b>Push Button Shifter Controls, Center Console</b> Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	<b>Allison Fuel Sense: Delete</b>	0	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0	0
2410310	O	<b>Allison Neutral at Stop</b>	0	0
2429358	O	<b>Rear Transmission Support Springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	93	0
2429377	O	<b>Customer Installed Transmission PTO in the Top</b> Mounted position (1 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460069	O	<b>Transmission Cooler: Automatic Transmission</b> For use with 2.1M MD with Vocational Hood. Includes cooler protector.	1,218	38
<b>Front Axle &amp; Equipment</b>				
2516006	O	<b>Meritor MFS20 20K 3.74in. Drop Wide Track.</b>	2,611	139
2621078	O	<b>Front Brakes: 22K Bendix ES S-Cam 16.5x6 in.</b>	-60	-46
2690035	O	<b>Front Brake Drum: 22K 16.5x6 in. cast.</b>	39	104
2702020	O	<b>Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt</b>	289	80



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		16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.		
2741970	S	<b>ConMet PreSet Plus Hub Package; Front Axle.</b>	0	0
2750001	S	<b>Hubcap: Front Vented.</b>	0	0
2765001	S	<b>Front Auto Slack Adjuster for Drum Brakes.</b>	0	0
2865025	O	<b>Front Springs: Taperleaf 20K W/ Shock Absorbers</b> w/ maintenance-free elastomer spring pin bushings.	248	99
2895305	O	<b>Dual Power Steering Gears: 18/20K</b>	1,122	75
2899336	O	<b>Power Steering Cooler: Radiator Mounted Air-to-Oil</b>	364	11
2900058	O	<b>30 mm Front Suspension Spacer Block</b>	0	0
2900612	O	<b>Threaded Front Spring Bushings in Place of elastomeric.</b>	66	0
<b>Rear Axle &amp; Equipment</b>				
3142160	O	<b>Dual Meritor RT46-160 Rear Axle rated at 46K.</b> Tandem rear axles.	10,748	2,745
3200489	O	<b>Rear Axle Ratio - 4.89.</b>	0	0
3334004	O	<b>Dual Rear Brakes 16-1/2x7 in. to 46K;</b> Bendix ES-extended service S-cam.	0	0
3392005	O	<b>Dual Rear Brake Drums: Cast.</b> For use with 16.5X7" or 16.5X8.625" brake.	0	0
3407050	O	<b>Dual Rear Hubs: Aluminum Hub Pilot 46K;</b> 11.25" bolt circle. Requires "R" series outer ends.	0	0
3441972	O	<b>ConMet PreSet Plus Hub Package; Dual Rear Axle.</b>	0	0
3465002	O	<b>Tandem Rear Axle Automatic Slack Adjusters.</b> For use with drum brakes.	0	0
3485207	O	<b>Spring Brake: 3030 Long Stroke Dual 30 Square</b> inches travel. For drum brakes. Helps keep brakes in adjustment longer.	102	4
3495226	S	<b>Bendix 4S/4M Anti-Lock Brake System.</b>	0	0
3500057	O	<b>Interaxle Driveline: 1 Dana SPL170XL</b> Tandem Rear Axles Only	545	96
3511420	O	<b>Driver Controlled Differential Lock (Crosslock)</b> for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,228	39
3573111	O	<b>Separate Switch for Dual Axles:</b> differential lock or crosslock.	16	0
3742940	O	<b>Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.</b> 54 in. axle spacing, 16.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 11.5 in. Laden Height: 9.5 in.	5,673	482

Sales Code	Std/Opt	Description	\$ List	Weight
<b>Tires &amp; Wheels</b>				
4080019	O	<b>Front tires: Continental HAC3 425/65R22.5 20PR</b> with pressure sensor included	1,402	146
4280946	O	<b>Rear Tires: Continental HDL 3 ECO+ 11R22.5 14PR</b>	948	88
4900008	O	<b>Rear Tire Quantity: 8</b>	0	0
5045218	O	<b>Front Wheel: Alcoa 82462 22.5x12.25 aluminum,</b> with Lvl One [TM] High Polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	728	-3
5242258	O	<b>Rear Wheel: Accuride 50291 white 22.5X8.25</b> heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	400	88
5853906	O	<b>Powder Coat White Steel Wheel. Use in Conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0	0
<b>Frame &amp; Equipment</b>				
6056400	O	<b>Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.</b> to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	534	389
6141400	O	<b>Full Steel Insert: for 10-5/8 in. or 10-3/4 in.</b> Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	1,843	638
6302460	O	<b>Bumper: Tapered Painted Steel Channel.</b> Requires a bumper setting code.	614	65
6319064	O	<b>64 in. Bumper Setting. Requires a Bumper Code.</b>	0	0
6321010	S	<b>Front Tow Loops: Two</b>	0	0
6340040	O	<b>Rear Engine PTO: PX-9, ISL9</b> Torque Capacity 435 lb-ft continuous, Drive ratio 1.15:1. Includes access provision in toe board.	4,138	150
6390034	O	<b>24 in. Frame Rail Extensions. Vocational Hoods</b> only.	360	36
6391201	O	<b>Custom Frame Layout: One Chassis</b> CFL F/T: AS FAR FORWARD AS POSSIBLE	1,380	0





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		CFL C/M: 1ST XMEMBER BEHIND CAB, WE NEED 36" OR MORE FROM BACK OF CAB CFL A/D: INSIDE AND UNDER FRAME RAIL CFL DEF: AS FAR FORWARD AS POSSIBLE CFL A/T: INSIDE AND UNDER FRAME RAIL CFL BBX: AS FAR FORWARD AS POSSIBLE		
6400644	O	<b>Battery Box Cantilever Aluminum BOC with Smooth</b> natural finish aluminum cover.	486	19
6409901	S	<b>Battery Box Location: LH Side.</b>	0	0
6451125	S	<b>DPF/SCR Box Natural End Plates and Natural</b> cover.	0	0
6490139	S	<b>Heavy-Duty One-PC Aluminum Intermediate/ Fill-In</b> crossmember.	0	0
6490433	S	<b>Heavy-Duty 5-Piece Rear Cab Support, Hucked</b> assembly. Huck fastened to frame.	0	0
6679857	O	<b>Final End-of-Frame Cut-Off Dimension Will be</b> modified to 46 in. to 50 in.	0	0
6679995	O	<b>Customer Will Install Structural End-of-Frame</b> crossmember before vehicle is placed in service.	0	0
6721125	O	<b>Delete Mudflap Arms: Dealer/ Customer Responsible</b> for installation of arms.	-33	-12
6723000	O	<b>Delete Mudflap Shields-Dealer/Customer</b> responsible for installation of shields.	0	-8
6742009	S	<b>Square End-of-Frame W/O Crossmember; Non-Towing.</b>	0	0
<b>Fuel Tanks &amp; Equip</b>				
7140060	O	<b>60 US Gallon D-Shape Rectangular Aluminum Under</b> fuel tank, replace. With non-slip step.	108	23
7722170	S	<b>Small DEF Tank, 5.5 Gallons.</b>	0	0
7840038	O	<b>Polished Cover for 1 DEF Tank Any Size.</b>	254	3
7889061	O	<b>Polished Stainless Steel Tank Straps for 1 Tank.</b>	89	0
7889208	O	<b>DEF to fuel fill ratio between 1.25:1 and 2:1.</b>	0	0
7889245	O	<b>Anti-Siphon Device in Fuel Tank Filler Neck.</b> For any number of fuel tanks.	46	1
7889614	S	<b>DEF Tank Location is LH BOC. For 2.1M Medium-Duty</b>	0	0
7920060	O	<b>Location: 60 gal fuel tank LH under cab</b>	0	0
<b>Cab &amp; Equipment</b>				
8024311	S	<b>Cab: Stamped Aluminum with Curved Windshield</b> LED markers. Requires separate roof code.	0	0
8090153	O	<b>Hood: Sloped Vocational w/ Stationary Grille</b> w/ Chrome Crown	1,984	-24
8108003	O	<b>Ember Filter For Cabin Air.</b>	33	2

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		Used to keep embers out of the HVAC filter element. Cannot be used with code 8108002.		
8108011	S	<b>Cab HVAC - Day Cab and 40 in. Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201013	S	<b>Steering Wheel: 18 in. 4-Spoke.</b>	0	0
8201200	S	<b>Adjustable Telescoping Tilt Steering Column.</b>	0	0
8203060	O	<b>5 Sets of Keys. Replaces Standard 2 Sets of Keys.</b>	34	0
8203196	O	<b>Dash Mounted Compact Trailer Brake Valve.</b> Self Returning.	0	0
8205135	O	<b>Information for Customer-Installed PTO Muncie</b> 10-bolt.	0	0
8205177	O	<b>Dash Switch:1st Allison-Mounted PTO.</b> Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	167	0
8220106	O	<b>Gauge: Dash Mounted Air Filter Restriction Gauge.</b>	122	0
8221105	O	<b>Gauge: Air Application Gauge.</b>	46	0
8222409	O	<b>Gauge: DD Virtual Gauge - Air Filter Restriction</b>	0	0
8222411	O	<b>Gauge: DD Virtual Gauge - Eng Pto Hour</b>	36	0
8222413	O	<b>Gauge: DD Virtual Gauge - Manifold Pressure Boost</b>	0	0
8222414	O	<b>Gauge: DD Virtual Gauge - Engine Percent Torque</b>	0	0
8222418	O	<b>Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster</b>	0	0
8222419	O	<b>Gauge: DD Virtual Gauge - Volts Instrument Cluster</b>	0	0
8222712	O	<b>Gauge: Fuel Filter Restriction Gauge.</b>	134	0
8222722	O	<b>Gauge: Manifold Pressure Gauge.</b> The NavPlus HD unit includes a virtual manifold pressure gauge.	26	0
8282024	S	<b>Main Instrument Package: 7" Digital Display</b> Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level,	0	0

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		DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.		
8330591	S	<b>Interior Trim Package: 2.1M MD Gray Foam</b> Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410127	O	<b>Driver Seat: KW Air Seat HB Tough Cloth w/ Dual</b> Armrests/Susp Cover	226	0
8460106	O	<b>Rider Seat: KW Air Seat IB Tough Cloth w/o</b> Armrests/Susp Cover	170	0
8601432	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth</b>	405	0
8601875	O	<b>CB Radio: Cobra 29 W/Weatherband/DI Ant</b> Transceiver/Sound Tracker/Illum Panel W/Microphone Clip Mtd On Side	573	0
8698965	O	<b>Speaker Package For Cab: (2) Speakers</b> B-Pillar	56	0
8699017	O	<b>Telescoping Antenna: Mounted Behind LH Door.</b> Replaces Top-of-Cab Antenna.	61	0
8700158	O	<b>Removable Plate For Direct REPTO Access</b> Through Floor W/ Floormat/Carpet Cutout	87	0
8700161	O	<b>Footwell Light: Red Lens &amp; Switch</b>	13	0
8700197	O	<b>Turn Signal: Non-Self Cancelling</b>	0	0
8700283	S	<b>LH and RH Trip Ledge Rain Deflectors</b>	0	0
8700501	O	<b>Metal Int Door Panel Kick Plates</b>	72	0
8700601	S	<b>Global Telematics Unit</b>	0	0
8800261	O	<b>Long Grabhandle RH Side Mounted to Side-of-Cab</b> exhaust. NFPA Compliant.	71	0
8800382	O	<b>Grabhandle: LH SOC Non-Slip Ergonomic</b> Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	139	3
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted</b> Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	<b>Kenworth Daylite Door With Standard LH/RH</b> electric door locks and LH/RH electric window controls.	0	0
8841411	S	<b>Single Air Horn Under Cab.</b>	0	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8850842	S	<b>Mirror Shell: Dual Aero In-Mold Black</b>	0	0
8860852	O	<b>Mirror: Dual KW Aero Rear View</b> Motor, heated with Integral CX	66	0

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8871446	S	Rear Cab Stationary Window 19in x 36in	0	0
8879917	O	Two Additional Outboard Windows 19in x 12in	149	10
8890038	O	3.5in x 11.5in Plastic Records Holder: Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	54	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0	0
8890135	O	Exterior Stainless Steel Sunvisor.	720	11
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	228	0
8890874	O	Kenworth Cab Air Suspension.	160	0
8891009	O	Thermal/Sound Insulation Package	270	0
8891011	O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	306	0
<b>Lights &amp; Instruments</b>				
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	-3	0
9010951	O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	309	3
9022130	O	Marker Lights: Five Rectangular LED. Chrome housing. For use with raised roof only. Required with exterior sunvisor.	62	0
9030052	S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0	0
9060011	O	Halogen Spotlight: LH Mounted.	156	4
9080206	O	Switch & Wiring: Customer-Installed Beacon Lights with additional 20 ft jumper harness shipped loose.	203	1
9090049	O	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090058	O	Switch & Wiring: For Customer-Installed Plow light. Includes circuit breaker.	156	0
9090180	O	Backup Alarm: Tail Light Bracket Mounted Variable self-adjusting 82-102 DBA.	134	0
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	135	1
9090316	O	Junction Box: End of Frame	235	1
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	43	0
<b>Air Equipment</b>				
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	31	0

Price Level: January 1, 2025  
Deal: T480 10 YD DUMP PLOW  
Printed On: 4/11/2025 12:01:59 PM

100% Complete

Date: April 11, 2025  
Quote Number: QUO-1028698-R4C9L3





Sales Code	Std/Opt	Description	\$ List	Weight
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0	0
9110020	O	<b>Full Truck Kit</b> Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	938	15
9140020	S	<b>Nylon Air Tubing in Frame &amp; Cab, Excluding Hoses</b> subject to excessive heat or flexing.	0	0
9140288	O	<b>Air Tanks: Clear of Transmission Area.</b> This code requires the use of a custom frame layout code.	0	0
9140328	O	<b>Trailer ABS Electric Supply Through SAE J560</b> 7-pin connector per TMC RP137).	0	0
<b>Extended Warranty</b>				
9200008	S	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	O	<b>Base Warranty - Standard Service Medium Duty</b> 12 months / Unlimited miles & km	0	0
9210402	O	<b>Allison 3000 Series Transmission Surcharge</b>	700	0
9212661	O	<b>TruckTech+ RD - 5YR Sub PACCAR PX Engines</b>	799	0
9220001	O	<b>Base Warranty: Emissions</b> 5YR/100K MI - EPA Engine	0	0
<b>Miscellaneous</b>				
9409852	O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0	0
9490206	O	<b>Warning Triangle Reflector Kit: Shipped Loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	58	4
9490404	O	<b>One 5 lb. Dry Chemical Type Fire Extinguisher</b> mounted outboard of driver seat. Class ABC.	136	11
9490645	O	<b>Zinc Phosphate Frame Rail Paint Processing.</b> Requires frame rail code. Code is for 1 pair of rails.	314	0
9490647	O	<b>Zinc Phosphate Frame Insert Paint Processing.</b> Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	314	0
9491652	S	<b>EMUX Architecture</b>	0	0
<b>Promotions</b>				
9511124	O	<b>Model Year 2025 Engine</b>	0	0
<b>Paint</b>				
9700000	O	<b>Paint Color Number(s).</b>	0	0
		N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK		

Price Level: January 1, 2025  
Deal: T480 10 YD DUMP PLOW  
Printed On: 4/11/2025 12:01:59 PM

100% Complete

Date: April 11, 2025  
Quote Number: QUO-1028698-R4C9L3



Sales Code	Std/ Opt	Description	\$ List	Weight
		N9720 FRAME N0001 BLACK		
9943014	O	Steel Bumper Painted Frame Color	0	0
9943048	O	Day Cab Bulk Paint	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0	0
9965510	S	<b>Base Coat/ Clear Coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Special Requirements

Special Requirement 1 0098025  
Special Requirement 2  
Special Requirement 3  
Special Requirement 4

### Order Comments

Price Level: January 1, 2025  
Deal: T480 10 YD DUMP PLOW  
Printed On: 4/11/2025 12:01:59 PM

100% Complete

Date: April 11, 2025  
Quote Number: QUO-1028698-R4C9L3



Total List Price (W/O Freight & Warranty & Surcharges )	\$196,025
Marketing and Service Support Fee	\$1,555
Prepaid Freight	\$3,775
Total Surcharge/Options Not Subject To Discount	\$1,499
 Total Weight (lbs)	 16,528

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

### **Prices and Specifications Subject to Change Without Notice.**

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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#### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



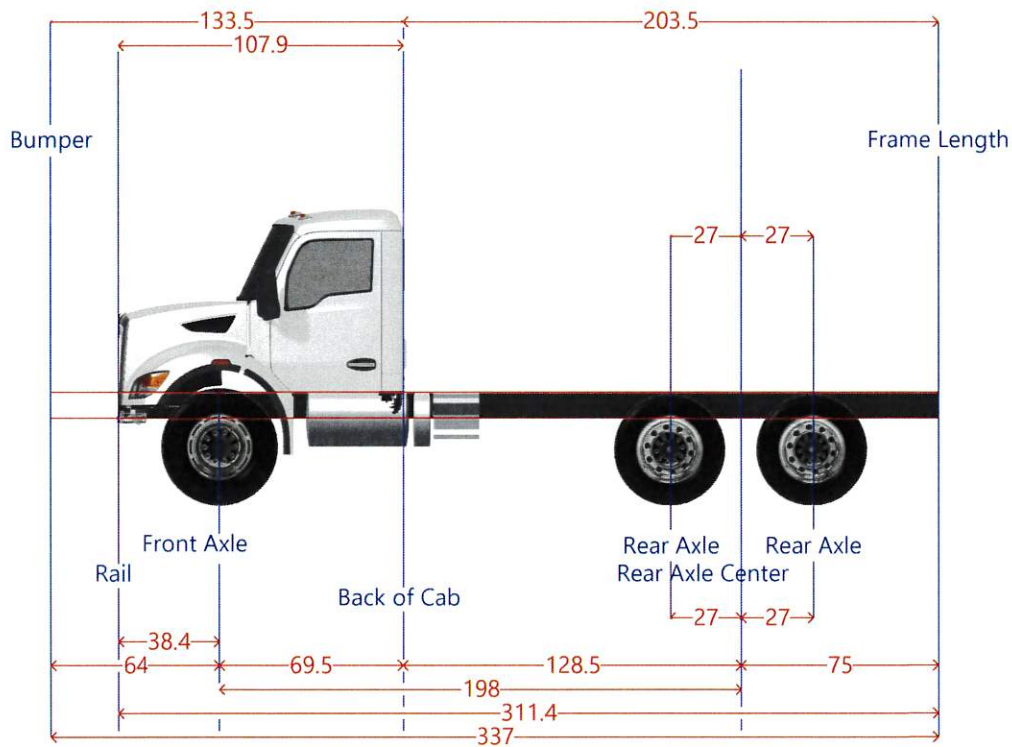
Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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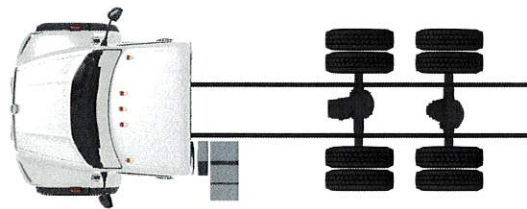


## HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	171	225
Bumper to Back of Cab	133.5	-64	69.5
Bumper to Front Axle	64.0	-64	0
Bumper to Front Frame	25.6	-64	-38.4
Cab to End of Frame	203.5	69.5	273
Cab to Rear Axle	128.5	69.5	198
Effective Bumper to Back Of Cab	133.5	-64	69.5
Frame Length	311.4	-38.4	273
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	203.5	69.5	273
Overall Length	337.0	-64	273
Overhang	75.0	198	273
Pusher Offset #1	27.0	171	198
Pusher Offset #2	27.0	171	198
Pusher Offset #3	27.0	171	198
Tag Offset	27.0	198	225
Wheelbase	198	0	198

FRAME LAYOUT



**Note:** Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 198)

Sales Code	Description	Length	Side
7140060	60 US Gallon D-Shape Rectangular Aluminum Under	39.1	Left
7722170	Small DEF Tank, 5.5 Gallons	6.6	Left
6400644	Battery Box Cantilever Aluminum BOC with Smooth	18.2	Left

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/14/2025

**Clerk's File #**

OPR 2021-0301

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

ITB 5383-21

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

VB 301248

**Contact E-Mail**

DPAINE@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 RENEWAL FOR FEEDER AND GRATE PARTS

**Agenda Wording**

Value blanket renewal 3 of 3 with Hitachi Zosen Inova U.S.S. LLC (Norcross, GA, for the as-needed purchase of feeder and grate parts at the Waste to Energy Facility from 7/1/25-6/30/26 and a total cost not to exceed \$1,000,000.00 plus tax.

**Summary (Background)**

The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On Apr. 5, 2021, bidding closed on ITB 5383-21 for the as-needed annual requirement of these parts and Hitachi Zosen was the only respondent. The initial value blanket award was for two (2) years with the option of three (3) additional one-year renewals. This will be the final 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?**

Not applicable.

**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**

Not applicable.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 1,000,000.00	
Current Year Cost		\$ 1,000,000.00	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 1,000,000.00	#	4490-44100-37148-53210-34002
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			

	CITY OF SPOKANE - WTEF	Annual Estimated Quantities	2-Year Base Period	1st Option Period	2nd Option Period	3rd Option Period
	2900 S GEIGER BLVD					
	SPOKANE, WA 99224-5400					
	PHONE 509 625 6527					
VB-301248 Feeder Grate Parts - As Needed Annual Requirement		Annual Estimated Quantities as was stated in initial bid, ITB 5383-21. As stated in the bid, Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.	Valid Through 6/30/2023	Valid 7/1/2023 Through 6/30/2024	Valid 7/1/2024 Through 6/30/2024	Valid 7/1/2025 Through 6/30/2026
Item						
1278 (01150ME164) Nut, Cap, 5/8"-11 304SS		1	\$6.50	\$6.50	\$4.80	\$5.79
1316 (01150ME161) Angle Mounting, 1" 309SS		2	\$47.10	\$47.10	\$14.59	\$16.92
1317 (01150ME160) Angle Mounting, 2" 309SS		26	\$78.17	\$78.17	\$17.02	\$19.74
1318 (01150ME163) Stud, Weld, Header Protection		1	\$3.75	\$3.75	\$5.96	\$8.49
1907 (01159ME050) Kit, Mounting, Grate Thermocouple		1	\$150.00	\$150.00	\$182.33	\$211.50
1003114 (01159ME600) Roller Assembly, Vivax		22	\$728.98	\$728.98	\$713.50	\$827.66
032C051 (01150ME148) Plate, Header Protection		18	\$143.00	\$168.60	\$217.57	\$252.39
032D307 (01159ME473) Holding Device, Roof Element (w/nubs)		28	\$139.60	\$139.60	\$121.81	\$141.31
032D403 (01159ME122) Roof Element Middle		66	\$103.50	\$123.75	\$148.29	\$172.02
032D405 (01159ME114) Roof Element LH		44	\$80.00	\$85.68	\$102.10	\$118.44
032D406 (01159ME118) Roof Element RH		70	\$80.00	\$85.68	\$102.10	\$118.44
32B0013 (01156ME146) Plate, Front Ram feeder Middle Bottom		1	\$92.50	\$92.50	\$102.10	\$118.44
32B0014 (01156ME142) Plate, Front Ram feeder Bottom		1	\$121.00	\$121.00	\$133.71	\$155.10
32B1545 (01156ME100) Plate, Discharge, Ram feeder drop-off		12	\$295.00	\$295.00	\$325.75	\$377.87
32B1560 Butting Ring, Grate Carriage Roller		6	\$33.00	\$33.00	\$36.47	\$253.80
32B1561 (01159ME238) Spacer, Grate Carriage Roller		4	\$30.24	\$30.24	\$20.66	\$23.97
32B1562 (01159ME216) Wear Plate		1	\$71.50	\$71.50	\$79.01	\$91.65
32B1563 (01159ME461) Distance Plate 7.8"		1	\$12.50	\$12.50	\$18.59	\$18.33
32B1600 Roller, Grate (Wheel Only)		6	\$554.00	\$554.00	\$114.26	\$132.54
32B1658 (01159ME212) Wear Plate		10	\$126.50	\$126.50	\$170.17	\$197.40
32B1659 (01159ME214) Wear Plate		4	\$64.00	\$64.00	\$76.58	\$88.83
32B1660 (01159ME458) Distance Plate 4.3"		1	\$14.50	\$14.50	\$16.04	\$18.61
32B1661 (01159ME460) Distance Plate 4.9"		2	\$16.00	\$16.00	\$17.62	\$20.44
32B1663 (01159ME462) Axel Guard		4	\$14.50	\$14.50	\$18.23	\$21.15
32B1664 (01159ME422) Spacer		1	\$17.50	\$17.50	\$58.34	\$67.68
32B1690 (01159ME246) Nut, Swivel, Tension Ro		122	\$32.90	\$32.90	\$29.52	\$34.24
32C0002 (01156ME102) Plate, Discharge, Ramform upper drop-off		2	\$354.00	\$354.00	\$391.39	\$454.01
32C0008 (01156ME122) Plate, Corner Cover		1	\$291.50	\$291.50	\$322.11	\$373.64
32C0009 (01156ME126) Plate, Corner Cover		1	\$204.50	\$204.50	\$226.08	\$262.26
32C0010 (01156ME136) Plate, Front Ram feeder		1	\$202.50	\$202.50	\$223.65	\$259.44
32C0011 (01156ME132) Corner Piece, Ram feed Front		1	\$208.00	\$208.00	\$228.51	\$265.08
32C1670 (01156ME110) Roof Element, LH Ram Sidewall		2	\$186.00	\$186.00	\$205.42	\$238.29
32C1671 (01156ME108) Roof Element, Ram Sidewall		4	\$134.70	\$134.70	\$148.29	\$172.02
32C1674 (01156ME112) Roof Element, RH Ram Sidewall		2	\$186.00	\$186.00	\$205.42	\$238.29
32D0011 (01156ME270) Base Plate, middle Ram		2	\$551.00	\$612.00	\$729.30	\$845.99
32D0054 (01159ME585) Thermocouple Block (w/out thermocouple)		1	\$299.00	\$299.00	\$498.36	\$578.09
32D1587 (01159ME204) Carriage Machining, LH		2	\$4,834.50	\$4,834.50	\$6,391.10	\$5,331.38
32D1594 (01159ME206) Carriage Machining, RH		4	\$4,834.50	\$4,834.50	\$6,391.10	\$5,331.38
32D1637 (01159ME210) Wedge		6	\$365.43	\$365.43	\$369.51	\$428.63
32L0012 (01156ME276) Base Plate, LH Ram		2	\$1,084.60	\$1,631.00	\$2,332.54	\$2,705.75
32R0012 (01156ME280) Base Plate, RH Ram		2	\$1,084.60	\$1,631.00	\$2,332.54	\$2,705.75
BC18192 (01159ME440) Block Holding Tube - Fixed Row		6	\$594.00	\$658.80	\$945.66	\$1,096.96
BC18202 (01159ME450) Block Holding Tube - Movable Row		16	\$594.00	\$658.80	\$945.66	\$1,096.96
BD16202 (01159ME426) Beam, Transverse		6	\$1,210.00	\$1,342.35	\$1,599.60	\$1,250.74
LU18182 (01159ME337) Tension Rod, LH		146	\$90.00	\$90.00	\$170.46	\$215.64
M032408 (01159ME105) Grate Block, Side		282	\$166.00	\$205.00	\$244.32	\$283.41
M032409 (01159ME109) Press Plate, RH		72	\$233.00	\$256.00	\$305.09	\$353.90
M032410 (01159ME107) Press Plate, LH		80	\$233.00	\$256.00	\$305.09	\$353.90
M032420 (01159ME103) Grate Block, Small (European Design)		1920	\$116.00	\$138.75	\$165.31	\$191.76
RU18182 (01159ME353) Tension Rod, RH		146	\$90.00	\$90.00	\$170.46	\$215.64
Bearing, Each, Grate Carriage Roller		2	\$190.00	\$190.00	\$210.28	\$170.58
V621753 (01159ME222) Jam Nut, Rod End M45x1.5		1	\$25.14	\$25.14	\$21.88	\$17.75
Ring Lamella, Grate Carriage Roller (3 per set)		6	\$33.00	\$33.00	\$47.40	\$54.99
Roller Bearing BMIR 35/68 x 40/45		2	\$190.00	\$190.00	\$210.93	\$243.93
Percentage Markup Above Vendor's Cost: Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide discount percentage off list, for any other additional Feeder and Grate Parts, or related items, not listed on "ITB 5383-21 Pricing Page", but may be realized are needed at a later point in time. The markup percentage would remain unchanged throughout the life of the contract and any renewals. Enter Percentage Markup Above Vendor's Cost.			20%	20%	20%	20%
Kanadevia INOVA (Formerly Hitachi)			2-yr Base Period Per Hitachi Response To ITB 5383-21	NAME		
Ms. Linette Lloyd, Parts and Service Manager Linette.Lloyd@kanadevia-inova.com				SIGNATURE		
865 777 7413				DATE		



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Limited Liability Company

KANADEVIA INOVA U.S.A. LLC  
STE 200  
10025 INVESTMENT DR  
KNOXVILLE TN 37932-2667

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jan 17, 2025

Unified Business ID #: 604716327

Business ID #: 001

Location: 0001

Expires: Feb 28, 2026

## CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

## LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

## REGISTERED TRADE NAMES:

KANADEVIA INOVA U.S.A. LLC

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: 604716327 001 0001

KANADEVIA INOVA U.S.A. LLC  
STE 200  
10025 INVESTMENT DR  
KNOXVILLE TN 37932-2667

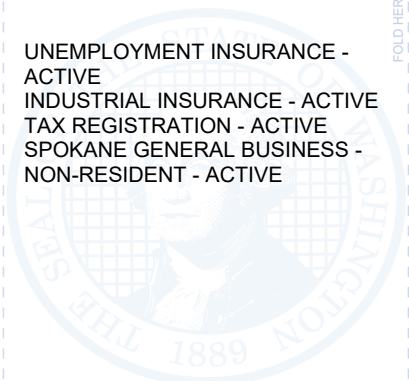
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UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE

STATE OF WASHINGTON

FOLD HERE

Expires: Feb 28, 2026



Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

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

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

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

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

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

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

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



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2022-0440

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

ITB 5634-22

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

VB 301362

**Contact E-Mail**

DPAINE@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 RENEWAL FOR THE PURCHASE OF ANHYDROUS

**Agenda Wording**

Two year value blanket renewal with Airgas Specialty Products, Inc. (Lawrenceville, GA) for the purchase of anhydrous ammonia for use at the Waste to Energy Facility from 7/1/2025-6/30/2027 and a cost not to exceed \$1,200,000.00, plus tax, annually. (\$2.4M for the two year term).

**Summary (Background)**

Anhydrous ammonia is used for emissions control at the Waste to Energy Facility. It is required to maintain the facility's compliance with the Air Operating permit emission limits. On May 2, 2022, bids for ITB 5634-22 for the purchase of anhydrous ammonia were received and Airgas Specialty Products, Inc. was the only respondent. A resulting three year value blanket was awarded with the option of a two year renewal. This will be the final two-year 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?**

Not applicable.

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

**Council Subcommittee Review**

Not applicable.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 2,400,000.00	
Current Year Cost		\$ 1,200,000.00	
Subsequent Year(s) Cost		\$ 1,200,000.00	
<b><u>Narrative</u></b>			
This is a routine chemical supply expense that is planned for annually in the Solid Waste Disposal budget.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 2,400,000.00	#	4490-44100-37148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			

 <p><b>*Value Blanket Spec'd Anhydrous Ammonia per Airgas Specialty Products Acknowledged Response to ITB 5634-22.</b></p>	<b>Airgas Specialty Products, Inc</b>	
	<b>VB-301362-000</b>	<b>VB-301362-001</b>
	<b>3-Year Base Period 7/1/2022 To 6/30/2023</b>	<b>Two-Year Option Period Valid from 7/1/25 To 6/30/27</b>
	<p>Initial Value Blanket Pricing was \$1.10 per delivered pound. Unit Price Does</p> <p>Approved Price Effective 1/1/2024 to \$1.2125 per delivered pound. Airgas Specialty Products, Inc Letter, Dated 11/16/2023, advising of increase date of 1/1/2024.</p>	<p><b>**As acknowledged in ITB 5634-22 bid response, Approved Price Adjustments shall remain unchanged for at least 12 months unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City. A written request for a price adjustment will be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Pricing adjustments must be agreed upon by both parties. Backup documentation, such as the Producer Price Index (PPI), or other government data, can be used to help substantiate the Vendor's request. Price increases must apply to all or broad classes of customers and shall in no way single out the City of Spokane. A price increase will become effective after it has been approved by the City of Spokane. Retroactive price increase adjustments will not be considered. Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive.</b></p>
<b>ITEM</b>	<b>Unit Price Per Delivered Pound. Does Not Include Tax.</b>	<b>Unit Price Per Delivered Pound**. Does Not Include Tax</b>
<b>ANHYDROUS AMMONIA 82-0-0 INDUSTRIAL GRADE*</b>	<b>\$1.2125</b>	<b>\$1.2125</b>
Phone 509.252.9712	<b>NAME</b>	<b>ANDREW MARTINEZ</b>
	<b>SIGNATURE</b>	<i>Andrew Martinez</i>
	<b>DATE</b>	<b>04/04/2025</b>



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Profit Corporation

AIRGAS SPECIALTY PRODUCTS, INC.  
427 S E ST  
TOPPENISH WA 98948-1765

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

Issue Date: Feb 21, 2025  
Unified Business ID #: 602501284  
Business ID #: 001  
Location: 0001  
Expires: May 31, 2025

INDUSTRIAL INSURANCE - ACTIVE

## CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE  
TOPPENISH GENERAL BUSINESS (EXPIRES 05/31/2026) - ACTIVE

## LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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

  
Director, Department of Revenue

UBI: 602501284 001 0001

AIRGAS SPECIALTY PRODUCTS,  
INC.  
427 S E ST  
TOPPENISH WA 98948-1765

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ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
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NON-RESIDENT - ACTIVE  
TOPPENISH GENERAL BUSINESS  
(EXPIRES 05/31/2026) - ACTIVE

STATE OF WASHINGTON

Expires: May 31, 2025

  
Director, Department of Revenue

## IMPORTANT!

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

#### General Information

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

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

Login to My DOR at [dor.wa.gov](http://dor.wa.gov) if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

#### Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0339

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

RFQ 6358-25

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

RN 305

**Contact E-Mail**

DPAINE@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 REPLACEMENT COMPRESSOR PARTS

**Agenda Wording**

Five year value blanket award to Ingersoll-Rand Industrial U.S., Inc. (Davidson, NC) for the as-needed purchase of OEM compressor parts needed for repairs at the Waste to Energy Facility from 6/1/2025-5/31/2030 and a total cost not to exceed \$250,000.00, plus tax.

**Summary (Background)**

The Waste to Energy Facility has multiple air compressors that support various plant processes. In the event of a compressor failure, a mechanism to purchase any needed replacement parts quickly, needs to be in place. On March 13, 2025, bidding closed on RFQ 6358-25 for the as-needed purchase of these compressor parts. Ingersoll-Rand 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?**

Not applicable.

**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**

Not applicable.

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

**Bid Response Summary**

**Bid Number** RFQ 6358-25 (Re-Bid)  
**Bid Title** Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor - As Needed Over 5-Years  
**Due Date** Thursday, March 13, 2025 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Open for Bidding  
**Company** INGERSOLL-RAND INDUSTRIAL U.S., INC.  
**Submitted By** jmackaig@irco.com jmackaig@irco.com - Wednesday, March 12, 2025 2:28:14 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** jmackaig@irco.com

**Question Responses**

Group	Reference Number	Question	Response
BACKGROUND			

#1	<p>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 Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, as needed over a five-year period. Unit pricing shall be firm throughout the first year, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.</p>	I acknowledge and I understand
SUBMISSION OF QUOTES		
#1	<p>Quote Responses shall be submitted electronically through the City of Spokane's bidding portal:  <a href="https://spokane.procurement.com">https://spokane.procurement.com</a> 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	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		

#1	<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>	I acknowledge and I understand
QUOTING ERRORS		
#1	<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>	I acknowledge and I understand
REJECTION OF QUOTES		

#1	<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>	I acknowledge and I understand
AWARD OF VALUE BLANKET ORDERS(s)		
#1	<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>	I acknowledge and I understand
#2	<p>Estimated annual expenditure is not expected to exceed \$50,000.</p>	I acknowledge and I understand
#3	<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>	I acknowledge and I understand
PAYMENT TERMS		



#1	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.	I acknowledge and I understand
INVOICING		
#1	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.	I acknowledge and I understand
TERMS AND CONDITIONS		

#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I 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.	I do not acknowledge and I do not understand
#1.1	EXCEPTIONS: If you took exception above, upload here.	Standard Terms and Conditions.docx
#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	Certifies
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)?	No
#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)?	No
#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.	Prahallad Dorepally prahallad.dorepally@irco.com 213-660-6740
ORGANIZATION		
#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> 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	602362059
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

#1	<p>All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I acknowledge and I understand
BIDDER PREQUALIFICATION		

#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the COS WTEF.	I acknowledge and I understand
ADDITIONAL ITEMS		
#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	<p>Upon City Council approval, the Value Blanket Order resulting from this RFQ will be for a five year period, beginning June 1, 2025, and terminates on May 31, 2030. Vendor's prices shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.</p>	I acknowledge and I understand
GENERAL INSTRUCTIONS		
#1	<p>The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.</p>	I acknowledge and I understand
#2	<p>Time is of the essence in the performance of this contract.</p>	I acknowledge and I understand
#3	<p>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.</p>	I acknowledge and I understand
#4	<p>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.</p>	I acknowledge and I understand
#5	<p>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.</p>	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 differ 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:	Warranty Company warrants, to purchasers from a Company authorized seller (each a "Buyer"), that the equipment manufactured by it and services provided by it will be free from defects in material and workmanship, for the duration of the specified Warranty Period. For new equipment, a period of twelve (12) months from the date of initial operation not to exceed eighteen (18) months from shipment, whichever first occurs, except for the Airend of new oil-flooded rotary screw air compressors, which is for the duration as detailed in the 5 Year Airend Parts Warranty below; for parts and services, six (6) months from the date of shipment; for services, six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or six (6) months from the date of delivery exclusive of transportation and installation costs if not installed by Company (each a "Warranty Period"). Equipment or parts manufactured by others are warranted only to the extent of the original manufacturer's warranty to Company
#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 changeout of items as needed by performing a drop in replacements into existing operating compressors currently employed at COS WTEF.	I acknowledge and I understand
#2.1	Awarded Vendor(s) would be responsible for providing new, spec'd spare replacement parts for employed Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, as listed on the "Pricing Page RFQ 6340-25" 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:	

#2.2	Bidder must "select" each compressor type that is capable of providing replacement parts for, be it the Ingersoll-Rand Centac (Denox compressor) Model 6CH32M1-HS-HAD. S/N M90-5312, and Cooper Turbo Air 3000. S/N F12858, or both.	Ingersoll-Rand Centac (Denox compressor), Cooper Turbo Air
#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	City Of Spokane.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 do not acknowledge and I do not understand
#4	If you took exception to any of the above, explain in detail.	All shipments are shipped FOB Origin. We do have the option on approval to ship FOB Destination that carries a minimum 3% order value charge.
PRICING		
#1	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -- not-- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax	I acknowledge and I understand
#2	Annual Quantities shown on "Pricing Page RFQ 6358-25" 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.	I acknowledge and I understand

#3	Vendor's prices shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification.	I acknowledge and I understand
#4	Bidder must complete and upload the "Pricing Page RFQ 6358-25 (9 pages)" located in Documents Tab". Upload Here:	RFQ 6358-25 Pricing Pages (Nine Pages).pdf
#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 6358-25" located in Documents Tab, COS WTEF would reach to Vendor to obtain Vendor's current pricing, for any additional related items pertaining to spec'd compressors. 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 that additional related replacement parts are needed that are not currently listed on the pricing page.	I acknowledge and I understand

#6	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
#6.1	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.	I acknowledge and I understand
#6.2	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	<p>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.</p>	I acknowledge and I understand
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
#1	<p>If you have additional information/documents to submit, upload them here.</p>	
#2	<p>If you have additional information/documents to submit, upload them here.</p>	
#3	<p>If you have additional information/documents to submit, upload them here.</p>	
#4	<p>If you have additional information/documents to submit, upload them here.</p>	
#5	<p>If you have additional information/documents to submit, upload them here.</p>	
#6	<p>If you have additional information/documents to submit, upload them here.</p>	



PRICING PAGES

THESE NINE (9) PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

RFQ 6358-25; Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor - As Needed Over 5-Years

Annual Quantities shown on "Pricing Page RFQ 6358-25" 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.

Unit Pricing shall be firm throughout the first year, June 1, 2025 through May 31, 2026, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City, else annual pricing adjustments would be considered on the anniversary of the award with justification. Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City.

Ingersoll-Rand Centac (Denox Compressor)							
Model: 6CH32M1-HS-HAD							
S/N: M90-5312							
Part Number:	Description	Sequence #	Annual Estimate Qty (more or less)	Unit Price Each	Quoting Same	Quoting Or-Equal	Lead Time ARO
5X13475	Bearing	1002	0-1	\$ 3527	Y		7 Days
5X13475	Bearing	1004	0-1	\$ 3527	Y		7 Days
7X12433	Gear Shaft	1005	0-1	\$ TBD			TBD
18A7570	Nipple, 1/8"x 4"L	1024	0-1	\$ N/A			
1X10540	Spray Nozzle	1025	0-1	\$ 29			25

7X12457	Oil Pump Housing	1060	0-1	\$3871				35
5X13478	Oil Pump Gerotor	1061	0-1	\$15741				100
5X12763	Spacer Ring	1062	0-1	\$1502				40
1X136	C/R Seal	1063	0-1	\$873				145
20A11EM115	11/16"x 7/8"x 3/32" O-Ring	1064	0-1	\$38				7
20A11EM161	5.399"ID x 0.101" Thk O-Ring	1065	0-1	\$43				15
3X11167	Oil Slinger	1070	0-1	\$N/A				
20A11BM366	7-1/4"x 7-5/8"x 3/16" O-Ring	1112	0-1	\$44				15
20A11EM393	24"x 24.38"x 3/16" O-Ring	1113	0-1	\$314				20
5X13443	Bearing	1120	0-1	\$5201				120
20A11EM243	4-1/8"x 4-3/8"x 1/8" O-Ring	1123	0-1	\$26				7
20A11EM253	5-3/8"x 5-5/8"x 1/8" O-Ring	1124	0-1	\$121				7
184A13CXUR575	Retaining Ring	1126	0-1	\$197				7
3X11267	Seal	1127	0-1	\$5425				7
20A11EM037	2-1/2"x 2-5/8"x 1/16" O-Ring	1128	0-1	\$34				7

1X3052A010	3MM x 10MM Tension Pin	1129	0-1	\$ 31			7
5X12976	Pinion	1170	0-1	\$			
3X11901	Impeller	1171	0-1	\$			
3X10337	Washer	1173	0-1	\$			
3X11914	Rotor Bolt	1174	0-1	\$			
1X1211	Bentley Nevada Probe	1616	0-1	\$ 4087			35
<p>Should it be realized, at a later point in time, that additional related replacement parts are needed , that are not currently listed on the "Pricing Page RFQ 6358-25" , COS WTEF would reach to Vendor to obtain Vendor's current pricing, for any additional related items pertaining to Ingersoll-Rand Centac (Denox Compressor). 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 that additional related replacement parts are needed that are not currently listed on the pricing page.</p>		Bidder Must Select Response from Below					
		I Agree And Acknowledge			I Do Not Agree Or Acknowledge		

**Cooper Cameron**  
**Turbo Air 3000**  
**Centrifugal Compressor**  
**S/N F12858**

Part Number:	Description	Annual Estimate Qty (more or less)	Unit Price Each	Quoting Same	Quote Or-Equal	Lead Time ARO
A3404999-00000	Expansion joint for 8.625" OD pipe	0-1	\$1208			30
A3408596-03000	Actuator Assembly 120V (with motor)	0-1	\$5665			150
A3409140-00200	Inlet guide vane assembly	0-1	\$10086			60
A3794910-00002	Quad control board assembly, QCB/EPR0M	0-1	\$9581			100
A3794960-00301	Display assembly	0-1	\$N/A			
A3794960-00401	Keypad ribbon cable	0-1	\$N/A			
A3794960-00501	Display ribbon cable	0-1	\$N/A			
A3794960-10111	Power supply assembly 120V	0-1	\$972			45
A3794960-10211	Power supply assembly 120V	0-1	\$N/A			
MB408187-00100	Condensate kit (contains liquidator drain trap and associated fittings/valves)	0-1	\$N/A			
MB408539-00098	Bypass Valve Seal kit	0-1	\$N/A			
MB408539-00202	Bypass valve rebuild kit	0-1	\$N/A			

MB794969-01201	Expansion Board Assembly	0-1	\$ <b>N/A</b>			
MB795270-30000	Complete Turnaround Inspection Kit (includes inlet & gearbox svc kits)	0-1	\$ <b>N/A</b>			
MB795270-30001	Inlet Service Kit	0-1	\$ <b>1924</b>			<b>90</b>
MB795270-30003	Gearbox Service Kit	0-1	\$ <b>1354</b>			<b>70</b>
MB796039-00004	Ejector Element Kit (set of 2)	0-1	\$ <b>2684</b>			<b>70</b>
P0540008-00800	4" Automatic block valve 120V	0-1	\$ <b>9856</b>			<b>70</b>
P0540008-00809	3" Automatic block valve 120V	0-1	\$ <b>8023</b>			<b>30</b>
P0540016-00074	Air line filter element	1-2	\$ <b>60</b>			<b>7</b>
P0540016-00074	Bypass valve air line filter element	1-2	\$ <b>60</b>			<b>7</b>
P0540016-00091	Air line filter	1-2	\$ <b>677</b>			<b>50</b>
P0540089-00182	Transducer (air & oil pressure) includes P1408187-00047	0-1	\$ <b>844</b>			<b>7</b>
P0540090-00752	Control relay	0-1	\$ <b>N/A</b>			
P0540303-00017	Optical couplers	0-1	\$ <b>N/A</b>			
P1400009-00770	First stage panel filter element	1-2	\$ <b>235</b>			<b>7</b>
P1400009-00771	Second stage panel filter element	1-2	\$ <b>755</b>			<b>7</b>

P1401428-00604	Auxiliary (motor driven) oil pump	0-1	\$ 11645			100
P1401428-00614	Main shaft driven oil pump	0-1	\$ 6002			70
P1401429-00981	Cooler, oil-to-water heat exchanger (Complete unit)	0-1	\$ 8280			7
P1401435-00229	Ejector Seal Kit	0-1	\$ 216			7
P1401581-00757	1/2" NPT gate valve	0-1	\$ 70			7
P1401581-01256	Bypass Valve 120V 60Hz	0-1	\$ 5828			55
P1401581-01302	1/2" NPT 120V Solenoid valve	0-1	\$ 822			7
P1401581-01303	1/2" NPT check valve	0-1	\$ 173			7
P1401581-01707	Pressure regulator (relief valve)	0-1	\$ 1283			7
P1401582-00014	Level gauge	0-1	\$ 326			40
P1402068-00735	Auxiliary oil pump motor 440V 60Hz	0-1	\$ 6639			100
P1402070-00249	Auxiliary oil pump drive coupling	0-1	\$ 543			7
P1402070-00254	Main oil pump drive coupling	0-1	\$ 302			7
P1403262-00107	Ejector	0-1	\$ 1160			7
P1404040-00207	Oil Filter Element (Singular)	1-2	\$ 202			7




P1404987-00014	Replacement filter element	1-2	102			15
P1405340-00264	Main drive coupling Grease	0-1	50			7
P1405340-00264	Main drive coupling grease	0-1	50			7
P1405340-00270	Bypass valve grease	0-1	162			7
P1405340-00288	Inlet guide vane drive grease	0-1	45			7
P1405340-00294	TurboBlend lube oil, 5-gallon pail	1-2	349			7
P1405340-00295	TurboBlend lube oil, 55-gallon drum	0-1	3574			7
P1405344-00016	Startup screen for 8" pipe	0-1	2106			55
P1405680-00001	Cooler, maintenance gasket kit	0-1	199			7
P1405680-00002	Oil cooler gasket kit	0-1	99			7
P1406064-04117	Main drive coupling Gasket	0-1	55			7
P1406064-20018	Main drive coupling O-Ring	0-1	27			7
P1406700-5960	Oil Filter O-Ring	0-1	34			7
P1406702-00383	O-ring, third stage inlet	0-1	32			7
P1406702-00386	O-ring, second stage inlet	0-1	32			7

P1406702-00395	O-ring, first stage inlet	0-1	84			7
P1407030-02002	Vibration probe Stage 1	0-1	1038			30
P1407030-02004	Vibration Probe (cable not required)	0-1	1429			7
P1408596-00100	Actuator motor 120V	0-1	1095			30
P1408800-04926	Heat exchanger Y-Gasket	0-1	205			7
P1408800-04941	Heat exchanger K-Seal	0-1	233			7
P1409511-00001	Inlet guide vane gasket	0-1	52			7
P1409585-00000	Metering valve	0-1	1220			50
P1791399-03539	Tube fitting	0-1	55			7
P1793931-02100	Heat exchanger Front Tubesheet Gasket	0-1	\$75			7
P1793932-02100	Heat exchanger Header Gasket	0-1	\$92			7
P1793932-02101	Heat exchanger Rear Header Gasket	0-1	\$85			7
P1794323-00002	Seal, second & third stage diffuser	0-1	\$252			7
P1794323-00005	Seal, first stage diffuser	0-1	\$517			7
P1794981-00150	Keypad assembly	0-1	\$N/A			

P1794990-00102	Electrical filter, EMI/RFI	0-1	\$ <b>N/A</b>			
P3403629-01585	RTD's (air & oil)	0-1	\$ <b>318</b>			<b>7</b>
P3403893-00006	Vibration probe extension cable (10 ft)	0-1	\$ <b>N/A</b>			
P3403893-00351	Vibration probe Proximity	0-1	\$ <b>2580</b>			<b>7</b>
<p>Should it be realized, at a later point in time, that additional related replacement parts are needed, that are not currently listed on the "Pricing Page RFQ 6358-25", COS WTEF would reach to Vendor to obtain Vendor's current pricing, for any additional related items pertaining to Cooper Cameron Turbo Air 30000 Centrifugal Compressor. 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 that additional related replacement parts are needed that are not currently listed on the pricing page.</p>		<b>Bidder Must Select Response from Below</b>				
		I Agree And Acknowledge		<b>I Do Not Agree Or Acknowledge</b>		

**Name of Bidder:** Jesse Mackaig

**Jesse Mackaig**  Digitally signed by: Jesse Mackaig  
 DN: cn = Jesse Mackaig email = jmackaig@iroc.com C = AD O = Area Sales Leader OU = Ingersoll Rand  
 Date: 2023.03.12 14:23:38 -07'00'

*Signature of Bidder's Authorized Representative*

Area Sales Leader

Title

418 Valley Ave NW Suite B -107, Puyallup, WA 98371

Address

858-229-8390

Phone

## STANDARD TERMS AND CONDITIONS

### 1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

### 2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

### 3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

### 4. CONTRACT DISPUTES

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

### 5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

### 6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

### 7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

### 8. NON-DISCRIMINATION

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

### 9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

### 10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

**11. ASSIGNMENTS**

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

**12. CHANGES**

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

**13. DEFAULT**

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

**14. REJECTION**

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

**15. TERMINATION**

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. ~~Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract. The limitation of liability shall be capped at the value of the specific order and not the total contract potential.~~

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**16. NON-WAIVER**

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

**17. SEVERABILITY**

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

**18. MINORITY BUSINESS OPPORTUNITIES**

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

**19. FREIGHT TERMS**

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- 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. All shipments will be shipped F.O.B Origin unless agreed to at time of order. A minimum of 3% of total order value will be charged for F.O.B Destination shipments and prior approval for each order is required.~~

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**20. VENDOR'S COOPERATION**

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.



418 Valley Ave NW Suite B -107  
Puyallup, WA 98371

3/12/2025

RE: City Of Spokane

Replacement Parts for Ingersoll-Rand Centac (Denox Compressor), and Cooper Turbo Air Compressor -  
As Needed Over 5-Years

RFQ 6358-25 (Re-Bid)

We are pleased to submit our bid for RFQ 6358-25 (Re-Bid), and we appreciate the opportunity to participate in this process.

We would like to emphasize that Ingersoll Rand is the Original Equipment Manufacturer (OEM) for the items being bid. Furthermore, Ingersoll Rand is the only authorized distributor for these parts in the state of Washington. This ensures that all items we provide are genuine, of the highest quality, and backed by the full support and warranty of Ingersoll Rand.

Our team is dedicated to delivering products and services that meet your specific requirements. Should there be any additional information needed to support this bid or any further clarification required, please do not hesitate to contact us directly.

Thank you for considering our proposal. We look forward to the possibility of working together to achieve your goals and are confident in our ability to deliver a solution that exceeds expectations.

Sincerely,

Jesse Mackaig

Area Sales Leader

Ingersoll Rand - West Area

Phone: 602-431-1400

Cell: 858-229-8390

[jmackaig@irco.com](mailto:jmackaig@irco.com)



< Business Lookup

License Information:

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

**Entity name:** INGERSOLL-RAND INDUSTRIAL U.S., INC.

**Business name:** INGERSOLL-RAND INDUSTRIAL U.S., INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 604-519-352

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 525 HARBOUR PLACE DR  
STE 600  
DAVIDSON NC 28036-7444

**Mailing address:** 525 HARBOUR PLACE DR  
STE 600  
DAVIDSON NC 28036-7444

Vendor working on renewal  
-mgd

**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
<a href="#">Bremerton General Business - Non-Resident</a>	33788			<a href="#">Active</a>	Feb-28-2025	Dec-01-2019
<a href="#">Spokane General Business - Non-Resident</a>				<a href="#">Active</a>	Feb-28-2025	Dec-29-2020

Owners and officers on file with the Department of Revenue

Owners and officers	Title
SCHIESL, ANDREW	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 7:37:48 AM

[Contact us](#)

How are we doing?  
[Take our survey!](#)

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







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/20/2025

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Ingersoll Rand Inc. and its subsidiaries & affiliates 525 Harbour Pl Dr Suite 600 Davidson NC 28036 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	16535
	<b>INSURER B:</b> American Zurich Ins Co	40142
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 570111521156 **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.

Limits shown are as requested

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 type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO402025805	03/01/2025	03/01/2026	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
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			BAP 4020259 05	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC402025605 AOS WC402025705 MA, WI	03/01/2025 03/01/2025	03/01/2026 03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc.*

Holder Identifier :

570111521156

Certificate No :



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0328

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

PW ITB 6298-25

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

RE 20641

**Contact E-Mail**

DPAINE@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 BUILDING ADDITION AT THE WASTE TO ENERGY FACILITY

**Agenda Wording**

Contract award to Capital Industrial Inc. (Tumwater, WA) for a building addition, equipment installation and valve/piping installation at the Waste to Energy Facility. Total cost of the project is \$214,500.00, plus applicable taxes and a 10% administrative reserve.

**Summary (Background)**

This project is part of a five year project that the Waste to Energy Facility has been working on to upgrade the compressed air systems. It entails extending the process building to allow space for a larger air dryer with receiving tank, as well as two new transformers required to service the new equipment. This project also includes installation of the already purchased equipment as well as any needed piping and valve installation. On February 18, 2025 bidding closed on PW ITB 6298-25 for this project. Responses were received from Capital Industrial, Inc., McClintock & Turk, Inc., Knight Const & Supply, Inc. and Apex Mechanical. Capital Industrial, Inc. was the low cost bidder.

**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?**

Not applicable.

**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**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 214,500.00	
Current Year Cost		\$ 214,500.00	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
This is a capital improvement project that was planned for in the Solid Waste Disposal budget in 2025.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 214,500.00	# 4490-44900-37145-54803-19028	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Damon Burgess;		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

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

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

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **BUILDING ADDITION, EQUIPMENT INSTALLATION, AND VALVE-AND-PIPING INSTALLATION**, selected via PW ITB 6298-25.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall begin on May 1, 2025, and shall run through April 30, 2026. Project time of completion and working days in accordance with contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract by (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$214,500.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. **PAYMENT.** The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, [MDorgan@spokanecity.org](mailto:MDorgan@spokanecity.org). All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish a current and acceptable Certificate of Insurance (COI). The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

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

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

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

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

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

23. 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.

24. 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](http://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.

25. 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.

26. 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.

27. 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.

28. 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.

**CAPITAL INDUSTRIAL, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Payment Bond  
Performance Bond  
Certification Regarding Debarment

## PAYMENT BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$214,500.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

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

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

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

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

SIGNED AND SEALED on \_\_\_\_\_.

**CAPITAL INDUSTRIAL, INC.**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

## PERFORMANCE BOND

We, **CAPITAL INDUSTRIAL, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$214,500.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

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

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

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

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

SIGNED AND SEALED on \_\_\_\_\_

**CAPITAL INDUSTRIAL, INC.**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**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)

**Bid Response Summary**

**Bid Number** PW ITB 6298-25  
**Bid Title** Building Addition, Equipment Installation, and Valve-and-Piping Installation  
**Due Date** Monday, March 3, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Capital Industrial, Inc.  
**Submitted By** damon.burgess@capitalindustrial.com damon.burgess@capitalindustrial.com - Monday, March 3, 2025 12:10:39 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** damon.burgess@capitalindustrial.com

**Question Responses**

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A MANDATORY pre-bid meeting will be held on Tuesday, February 4, 2025 at 10:00 am at the Spokane Solid Waste Disposal, Waste To Energy Facility, Admin Office, 2900 S. Geiger Blvd, Spokane WA 99224. Only those who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
	MANDATORY PRE-BID MEETING Non-Disclosure Agreement	Note: To have access to or receive copies of proprietary drawings, Bidders must present a signed copy of the City of Spokane, Non-Disclosure Agreement (NDA), pages 15 and 16, of PW ITB 6298-25 bid document. Bidders who do not bring a signed copy of NDA to present at the Mandatory Pre-Bid Conference, will be required to complete NDA prior to being granted access or receiving copies of proprietary drawings.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree



Clarification Questions and COS WTEF Responses	The following Clarification Questions were received 2-11-2025, and the COS WTEF responses were provided 2-12-2025:	Yes	
1.	Question: Is there submittal/cut sheet information of the new Switchboard? (i.e. voltage/amps/weight/physical size/#of sections/etc., etc..) Response: Reference 3-pages titled 'ABB Drawings Pertaining to Switchboard' located in the bids "Documents" tab.	I acknowledge	and agree
2.	Question: Is there electrical drawing(s) for the new addition showing layout of lighting/on-off controls/branch power/raceways/wire/equipment connections/etc., etc...? Response: There are no electrical lighting/controls drawings for the building expansion.	I acknowledge	and agree
3.	Question: Is there a brand/type for the new light fixtures? Quantity required? Response: Lighting is not part of the bid.	I acknowledge	and agree
4.	Question: Is there a Mechanical/Equipment Schedule showing raceways/wire/disconnect requirements to each? Response: All electrical to be handled by COS WTEF.	I acknowledge	and agree
5.	Question: Is there any electrical disconnect/make safe of existing equipment and/or power circuits? Response: Any existing equipment needing to be made safe electrically will be completed by COS WTEF prior to new construction.	I acknowledge	and agree
6.	Question: Per the Work Summary it states "COS WTEF will handle all electrical work for new equipment internally". Can you please provide more clarification to this statement? I need a better understanding of what contractor work is to be performed and what is done by owner. Response: Contractor will be responsible for mechanically setting/securing of equipment and mechanical tie in to existing air system plumbing. ALL electrical will be handled by COS WTEF.	I acknowledge	and agree

7.	<p>Question: Per LSB Consulting Engineers bid drawings, Sheet 2 of 14 indicates in the General Envelope Notes that the fire suppression and fire alarm will be deferred. Does this mean they are not included with this bid? In the Bid Document on page 9 under Work Summary, the second paragraph under Building Addition states that both lighting and sprinkler system are to be installed to match existing. Can this be clarified? Response: Fire suppression, fire alarm, and lighting are not included in this bid. (This text was also entered in the bid "Response Tab" under General Information – Clarification Questions and COS WTEF Responses)</p>	I acknowledge and agree
8.	<p>Question regarding the exterior UREA storage tank. The removal of this tank at the pre-bid meeting was briefly discussed but no other information was stated in the SOW. Has the tank been completely emptied, flushed, and cleaned? If not, will this work have to be included in its removal cost? Are there any MSDS available for the liquid that was stored? Response: Vendor will be responsible for removing tank and placing tank at designated location at COS WTEF Facility grounds, any related costs are to be included shall be included Contractor's firm fixed price. To ensure clear communication, COS WTEF will be responsible disposing tank. The Urea Tank was emptied in 2010. It is not known if the tank was rinsed or flushed out. The Urea MSDS, dated 06/01/2001 was posted, which is believed to have been current through 2009, when the last delivery was received. From a safety standpoint the Health, Flammability, and Reactivity are all the lowest rating of 0 (Zero). The Urea Tank Drawing reflects the empty tank weight of 8,300 lbs. NOTE: 'lenroc 40% Urea MSDS 6-1-2001'(4-Pages)' and 'Urea Tank Drawing' have been posted in the bids "Documents" tab, as of 2/14/2025.</p>	I acknowledge and agree

9	<p>Question: "Question: Under the Piping Material No. 400, it states in Note 2 that the 1/2"-42" pipe shall be coated and wrapped in accordance with ANSI/AWWA C-210. Does this apply to the piping required for all piping between the new equipment (air dryer, air compressor, and air tank)? Or is there a specific section of piping which will require it to be coated and wrapped?" Response: "No it does not apply to the piping between the new equipment. There is no section of piping that requires coating and/or wrapping for the equipment installation."</p>	I acknowledge and agree	
10	<p>Question: "The P&amp;ID drawings 1000-19-0010, Rev. A, sheets 1 &amp; 2 shows several devices (3) PRVs, (1) PI, and (1) PT. The Scope of Work does not address these devices. Are they provided by COSWTEF or are they the responsibility of the contractor? If by the contractor, are there specific data sheets for each one of these new devices to ensure the correct one is procured?" Response: "The (3) PRVs, (1) PI, and (1) PT are all the responsibility of the contractor to procure and install (mechanically). Basic specifications are provided in the bid package, (sizing &amp; pressure ratings), final product specifications to be determined later."</p>	I acknowledge and agree	
AWARD OF CONTRACT	<p>Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.</p>	I acknowledge and agree	
CONTRACT RENEWALS	<p>Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement</p>	I acknowledge and I agree	
EXECUTION OF CONTRACT	<p>Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.</p>	I acknowledge and I agree	
GUARANTEE	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.</p>	I acknowledge and I agree	

INVOICING	Original invoices must be submitted to mdorgan@spokanecity.org, Spokane Solid Waste Disposal within 30 days of completing project. • Invoice shall include on site contact that approved final acceptance of project. • Invoice shall reference and list OPR #2025-XXXX and Approved Intent to Pay Prevailing Wage Number. • Payment of invoice shall be contingent upon receipt of sufficient detail to support project was completed in compliance with contract conditions and accepted by the City.	I acknowledge and agree
PAYMENT	Payment will be made Net 30 via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months from the Notice To Proceed date, unless otherwise mutually agreed upon. The period of performance of any contract resulting from this PW Bid is tentatively scheduled to begin on or about May 1, 2025.	I acknowledge and I agree
LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS (\$0.0) per working day until the work is satisfactorily completed.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	

PUBLIC WORKS REQUIREMENTS			
1.	The work under this contract constitutes a public work under state law.	I acknowledge	and agree
2.	Payment/performance bonds will be required.	I acknowledge	and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge	and agree
3.	Statutory retainage will be required	I acknowledge	and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge	and I agree

RETAINAGE	<p>a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&amp;I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor &amp; Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.</p>	I acknowledge and I agree
4.	<p>The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L &amp; I).</p>	I acknowledge and I understand
5.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.  Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is FEBRUARY 24, 2025.</p>	I acknowledge and I understand
6.	<p>If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p>	I acknowledge and I understand

7.	The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand
TECHNICAL REQUIREMENTS		
SCOPE OF WORK	The Contractor will furnish all labor, materials, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required for the proper execution and completion of the work described as the Building Addition, Equipment Installation, and Valve-and-Piping Installation project	I acknowledge and I agree
a.	What is the delivery timeline for the materials/equipment needed for this project	6 weeks
GENERAL REQUIREMENTS		

INTENT OF SPECIFICATIONS	The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.	I acknowledge and agree
PERMITS	Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.	I acknowledge and agree
GUARANTY	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.	I acknowledge and agree
SUBCONTRACTORS	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I acknowledge and agree



INSURANCE	During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:	I acknowledge and agree
INSURANCE	A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.	I acknowledge and agree
INSURANCE	B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement. i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and	I acknowledge and agree
INSURANCE	C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles	I acknowledge and agree
INSURANCE	D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.	I acknowledge and agree
INSURANCE	E. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.	I acknowledge and agree

INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
INSURANCE	CERTIFICATE HOLDER. Certificate of Insurance shall state: City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	CAPITI*766P8
CONTRACTOR RESPONSIBILITY	U.B.I. Number	604-164-423
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	000-717662-00-3
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	604-164-423
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	N/A

ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	2	
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of seventy-five (75) calendar days after the bid due date.	I acknowledge and I agree	
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No	
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No	
MISCELLANEOUS	The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48 or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I acknowledge and I agree	
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Damon Burgess Capital Industrial 2640 R.W. Johnson BLVD. SW Tumwater WA 98512 damon.burgess@capitalindustrial.com 360-742-2211	
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Damon Burgess damon.burgess@capitalindustrial.com	
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Bid Proposal Spokane.pdf	
1.1	Upload a signed, completed copy of City of Spokane, Non-Disclosure Agreement (DNA) document that was presented or completed during the onsite Mandatory Pre-Bid Conference.	Non Disclosure Spokane.pdf	

2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available via page 21 of PW ITB 6298-25 bid document).	Bid Bond Spokane.pdf	
3	Subcontractors: Download and complete the 'Subcontractor List' document pages 17 and 18 of PW ITB 6298-25 bid document. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request. Upload Here:	Sub Contractors List Spokane.pdf	
4	Supplemental Bidder Responsibility: Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree	
4.1	Please complete and upload "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" Pages 39-44 (plus) of the PW ITB 6298-25 Document. Upload Here.	Supplement Bidder Spokane.pdf	
4.1.1	If not uploaded above, after bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.	I acknowledge and agree	
TERMS & CONDITIONS			
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree	
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.		

#3	<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>	I Certify
ADDITIONAL INFORMATION		
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.	
7	If you have additional information/documents to submit, upload them here.	
8	If you have additional information/documents to submit, upload them here.	
9	If you have additional information/documents to submit, upload them here.	
10	If you have additional information/documents to submit, upload them here.	

THESE NEXT THREE (3) PAGES MUST BE COMPLETED ENTIRELY AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

## BID PROPOSAL

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

**PROJECT:** PW ITB #6298-25 Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.

### BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

### BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, tools, construction equipment, equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:

\$ 214,500.00

SALES TAX ( 9%)

\$ 19,305.00

TOTAL BASE PRICE:

\$ 233,805

### ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 2 and agrees that their requirements have been included in this bid proposal.

### CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months from the Notice To Proceed date, unless otherwise mutually agreed upon. The period of performance of any contract resulting from this PW Bid is tentatively scheduled to begin on or about May 1, 2025.

### LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS (\$0.0) per working day until the work is satisfactorily completed.

### BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. CAPiti \* 76698  
(must be in effect at time of bid submittal)

U.B.I. Number 604-164-423

Washington Employment Security Department Number 000-712662-00-3

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Capital Industrial

  
Signature of Bidder's Authorized Representative

Project mgr  
Title

2649 R.W. Johnson Blvd SW Tumwater WA 98512  
Address

360-742-2211  
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 March 3<sup>rd</sup>, 2025  
date



\_\_\_\_\_  
Signature of Notary Public

My appointment expires 7/19/2026



Next Six Pages (Pages #39-44, plus as needed) Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #6, else provide within 24 hours after notification



## City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.**

Project # **PW ITB #6298-25**

### Part A: General Company Information

Company Name **Capital Industrial**

Address **2649 R.W. Johnson Blvd SW Tumwater WA 98512**

Contact Name and Title **Damon Burgess Project mgr**

Contact Phone **360-242-2211**

Contact E-mail **damon.burgess@capitalindustrial.com**

Years in business as a Prime Contractor **25+**

Years in business as a sub-contractor **25+**

Years in business under present Name **25+**

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years

Explain reason for name change(s) in the past five (5) years

### Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

**List three (3) similar projects of similar type and complexity within the last five (5) years.**

### Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

### Part D: Record of Debarment / Disqualification


Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise



prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.
<b>Part E: Safety</b>
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G. Utilization Requirements</b>
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
<b>Part H: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



<p>If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.</p>
<p><b>Part I. Prevailing Wage</b></p> <p>In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?</p> <p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> <p>If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.</p>
<p><b>Part J: Public Bidding Crime (Criminal Convictions)</b></p> <p>Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?</p> <p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> <p>If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)</p>
<p><b>Part K. Claims Against Retainage and Bonds</b></p> <p>Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?</p> <p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> <p>If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p><b>Part L. Termination for Cause</b></p> <p>Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?</p> <p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> <p>If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p><b>Part M: Litigation</b></p> <p>Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?</p> <p><input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p>

<p>If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>	
<p><b>Part N: Delinquent State Taxes</b></p>	
<p>Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?</p>	
<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	
<p>If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".</p>	
<p><b>Part O: Subcontractor Responsibility</b></p>	
<p>Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?</p>	
<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.</p>	
<p><b>Signature</b></p>	
<p>The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.</p>	
Signature of Authorized Representative	Date
	3/3/25
Printed Name of Authorized Representative	Title
Damon Burgess	Project mgr



## Instructions for the Supplemental Bidder Responsibility Form

<p>After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.</p>
<p>The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.</p>
<p>For criteria with check boxes, the bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.</p>
<p><b>Form Submittal:</b></p>
<p>Submit this form to Purchasing Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)</p>
<p>Email (preferable)                      <a href="mailto:rrinderle@spokanecity.org">rrinderle@spokanecity.org</a></p>
<p style="text-align: center;">with the Email Subject line: Supplemental Bidder Form for Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.</p>
<p>Questions: Please call 509 625 6527</p>

# Attachment to Supplemental Bidder Responsibility Criteria

## Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL			
Bidder's Company Name		Bidders Contact Name & Phone Number	
Capital Industrial		Damon Burgess 360-742-2211	
Project Name		Project Contract Number:	
Harbor Freight's misc metal			
Project Owner		Project Location	
marco construction		Des Moines WA	
Project Owner Contact Name & Title		Owner's Telephone Number	
Paul		412-759-4229	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
		20,071.00	42,000
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Supply and install all misc metals			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

# Attachment to Supplemental Bidder Responsibility Criteria

## Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name <i>Capital Industrial</i>		Bidders Contact Name & Phone Number <i>Damon Burgess 360-742-2211</i>	
Project Name <i>U.S. Government</i>		Project Contract Number:	
Project Owner <i>Pole Loader</i>		Project Location <i>Tumwater Wt</i>	
Project Owner Contact Name & Title <i>John Lee</i>		Owner's Telephone Number <i>503-382-0095</i>	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value <i>900,000</i>	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	

### Brief Project Description

*Fabricate Design and install loaders on provided chassis*

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications



## Attachment to Supplemental Bidder Responsibility Criteria

### Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

#### PROJECT DETAIL

Bidder's Company Name <i>Capital Industrial</i>		Bidders Contact Name & Phone Number <i>Damon Burgess 360-742-2211</i>	
Project Name <i>Design and fabricate loader</i>		Project Contract Number:	
Project Owner <i>Custom Truck</i>		Project Location <i>Tumwater WA</i>	
Project Owner Contact Name & Title <i>Steve Shirk</i>		Owner's Telephone Number <i>816-910-2821</i>	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value <i>850,000</i>	Final Contract Price <i>850,000</i>
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description  <i>Design and fabricate self loader and install on chassis</i>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			



THIS PAGE MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

**BID BOND**

We, Hunter Industrial Corporation DBA Capital Industrial as Principal, and  
The Ohio Casualty Insurance Company as Surety, are held  
and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the  
penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we  
jointly and severally bind ourselves, and our legal representatives and successors.

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

**Building Addition, Equipment Installation, and Valve-and-Piping Installation**

according to the terms of the bid made by the Principal; and the Principal shall, within the specified  
time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if  
required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but  
in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on February 20, 2025

AS PRINCIPAL



Seal No. 7614

Hunter Industrial Corporation DBA Capital Industrial

By: [Signature]

Title: Project mgr

The Ohio Casualty Insurance Company

AS SURETY

By: [Signature]

Attorney in Fact  
Mallori Romero



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8212070-980819

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Blair; Mallori Romero; Todd Working

all of the city of Centralia state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of July, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of July, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com



THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM IF BEING PROVIDED WITH YOUR BID RESPONSE

### SUBCONTRACTOR LIST

**PROJECT NAME:** PW ITB # 6298-25 Building Addition, Equipment Installation, and Valve-and-Piping Installation, project.

(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.)

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** (use additional pages if necessary):

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

**CONTRACTOR/SUPPLIER** Power city electric

**TYPE OF WORK/BID ITEM** Electrical

**AMOUNT** \_\_\_\_\_

Washington State Contractor's Registration No. Powerce 994BA  
(must be in effect at time of bid submittal)

U.B.I. Number 601-766-181

Washington Employment Security Department Number 011-494-006

Washington Excise Tax Registration Number A17638925

City of Spokane Business License Number # T12026218bus

**CONTRACTOR/SUPPLIER** Triple C Fabricators

**TYPE OF WORK/BID ITEM** ~~the~~ Piping & valves

**AMOUNT** 60,000

Washington State Contractor's Registration No. TRIPLE C 261NC  
(must be in effect at time of bid submittal)

U.B.I. Number 603-426-509

Washington Employment Security Department Number 075-825-006

Washington Excise Tax Registration Number 603-426-509/

City of Spokane Business License Number \_\_\_\_\_

CONTRACTOR/SUPPLIER Far west

TYPE OF WORK/BID ITEM Supply material

AMOUNT 30,000

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

U.B.I. Number 600-850-801

Washington Employment Security Department Number 662,765-01

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

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

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

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

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

## **MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS**

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF  
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE BIDDER  
ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE THE  
RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.



## MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF
WA. STATE CERTIFICATION NO.	SUBCONTRACTS / SUPPLIES

N/A

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____

\*Designate MBE or WBE

Mr./ Mrs./ Ms. \_\_\_\_\_ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

THESE NEXT TWO (2) PAGES MUST BE COMPLETED AND PROVIDED AT THE ONISTE MANDATORY PRE-BID CONFERENCE. BIDDER MUST ALSO UPLOAD A SIGNED COPY OF NDA INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

ITB #: 6298-25



City of Spokane

**NON-DISCLOSURE AGREEMENT**

**Title: Building Addition, Equipment Installation, and Valve-and-Piping Installation Project]**

This unilateral Non-Disclosure Agreement ("NDA") is between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City" or "Disclosing Party")) and

Capital Industrial ("Bidder" or Receiving Party")

whose address is 2649 R.W. Johnson Blvd SW Tumwater WA 98512

WHEREAS, City as Disclosing Party has possession and control over certain confidential and potentially proprietary and sensitive information that it wants to make available to Bidders for the purpose of facilitating interested Bidders generation of bids responsive to City's Invitation for Bid (ITB) : 6298-25 Building Addition, Equipment Installation, and Valve-and-Piping Installation.

WHEREAS, Bidder as Receiving Party wishes to review, examine, inspect, or obtain the confidential information only for the above-described purpose, and to otherwise maintain the confidentiality of that information pursuant to this Agreement.

The Parties therefore agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" subject to this Non-Disclosure Agreement ("NDA") shall include access to and receiving copies of the following proprietary drawings:

<u>Drawing No</u>	<u>Description</u>
9829-2129-10*	BD1800P_Filters with 3VBP_Drawing*
A10665X*	Horizontal Air Receiver Drawing*
9823-3622-00*	ZR500VSD_Drawing
2. Effective Date: This NDA becomes effective upon the execution by signature of Bidder company.
3. Term. The term of this Agreement runs from the Effective Date until Bidder destroys the Confidential Information and Notifies City confirming such date of destruction. Until such destruction and notification, the terms of this NDA re-main effective.
4. Exclusions from Confidential Information. Bidder's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Bidder; (b) discovered or created by the Bidder before disclosure by City; (c) learned by Bidder through legitimate means other than from City or City's representatives; or (d) is disclosed by Bidder with City's prior written approval.

5. Obligations of Bidder as receiving party of protected information. Bidder shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Bidder in its effort to generate a responsive bid for the ITB referenced above. Bidder shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably re-quired for the purpose of Bidder formulating a responsive bid and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Bidder shall not, without the prior written approval of City, use for Bidder's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of City, any Confidential Information. Bidder shall return to City any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if City requests it in writing.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
8. Assignment. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative
9. Judicial Relief. If Bidder as Receiving Party breaches this Agreement, City may seek and all relief available for such breach in a court of law with jurisdiction over the claims. The laws of the State of Washington govern this Agreement and bidder consents to jurisdiction of the state and federal courts located in Spokane County, Washington.

BIDDING PARTY

Signature: 

Typed or Printed Name: Damon Burgess

Date: 3/3/25



< Business Lookup

License Information:

New search Back to results

Entity name:

HUNTER INDUSTRIAL CORPORATION

Business name:

CAPITAL INDUSTRIAL

Entity type:

Profit Corporation

UBI #:

604-164-423

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

2649 R W JOHNSON BLVD SW  
TUMWATER WA 98512-6110

Mailing address:

2649 R W JOHNSON BLVD SW  
TUMWATER WA 98512-6110

Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	Aug-31-2025	Sep-25-2017
Miscellaneous Vehicle Dealer	10982		View Plates	Active	Aug-31-2025	Nov-14-2017
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-17-2025
Tumwater General Business	R-014971			Active	Aug-31-2025	Oct-04-2017
Vehicle Manufacturer	10981		View Plates	Active	Aug-31-2025	Nov-14-2017

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KINNEY, GLEN A	
KINNEY, LISA	

< Page 1 of 2 >

Registered Trade Names

Filter

Registered trade names	Status	First issued
CAPITAL INDUSTRIAL	Active	Sep-25-2017
CAPITAL MACHINE	Active	Apr-06-2023
CAPITAL MACHINE SERVICE	Active	Apr-06-2023
CAPITAL MACHINE SERVICES	Active	Apr-06-2023
CAPITAL MACHINE WA	Active	Apr-06-2023
OLYMPIC BUILT	Active	Jul-06-2021
OLYMPIC CRANE	Active	Jul-06-2021



Registered trade names	Status	First issued
OLYMPIC EQUIPMENT	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MANUFACTURING	Active	Jul-06-2021
OLYMPIC INDUSTRIAL MFG	Active	Jul-06-2021
OLYMPIC LOADER	Active	Jul-06-2021
OLYMPIC LOADER & CRANE	Active	Jul-06-2021
OLYMPIC LOADER MANUFACTURING	Active	Sep-25-2017
OLYMPIC MANUFACTURING	Active	Jul-06-2021
OLYMPIC NORTHWEST	Active	Jul-06-2021

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 11:47:44 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2025

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).

<b>PRODUCER</b>  <b>Nicholson &amp; Associates Ins LLC</b> <b>1802 Black Lake Blvd SW #301</b> <b>Olympia, WA 98512</b>	<b>CONTACT NAME:</b> Mallori Romero <b>PHONE (A/C, No, Ext):</b> (360)352-8444 <b>FAX (A/C, No):</b> (360)943-9712 <b>E-MAIL ADDRESS:</b> mallori@nichinsure.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Western National Mutual		<b>15377</b>
<b>INSURER B:</b> Western National Mutual Insurance Company		<b>15377</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b>  <b>Capital Machine LLC</b> <b>2649 R W Johnson Blvd SW</b> <b>Tumwater, WA 98512-6110</b>
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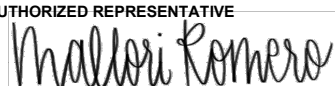
**COVERAGES****CERTIFICATE NUMBER: 00001598-0****REVISION NUMBER: 56**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP 1172829	10/01/2024	10/01/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CPP 1172732	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			UMB 1029259	10/01/2024	10/01/2025	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	CPP 1172829	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <b>Stop Gap</b> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Personal Property</b>			CPP 1172829	10/01/2024	10/01/2025	Ded 1,000 <b>1,500,000</b>
A	<b>Garage Keepers</b>			CPP 1172829	10/01/2024	10/01/2025	Ded 1000 <b>200,000</b>

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

**Project: PWITB-6298-25 Building addition, equipment Installation and Pipe-and Valve installation****Certificate Holder is included as Additional Insured as their interest may appear when required by written contract subject to policy terms, conditions and exclusions.****CERTIFICATE HOLDER****CANCELLATION**

<b>City of Spokane</b> <b>808 W Spokane Falls Blvd</b> <b>Spokane, WA 99201</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  <b>(NMP)</b>

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## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators .....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception .....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence .....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day .....	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee .....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days .....	4
• Blanket Additional Insured – Vendors – As Required By Contract .....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises .....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises .....	8
Damage To Premises Rented To You – \$300,000.....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended .....	9
• Unintentional Failure To Disclose Hazards .....	9
• Waiver of Subrogation .....	10
Insured Contract Amended .....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication .....	10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item 2. **Exclusions**, Paragraph g. is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of “mobile equipment”.

**B. Damage To Property Coverage Extensions**

Item 2. **Exclusions**, Paragraph j. is replaced by the following:

**j. Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

#### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

### E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## SECTION II – WHO IS AN INSURED AMENDMENTS

### A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

### C. Blanket Additional Insured – Vendors – As Required By Contract

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (4) or (6); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**3. This Provision C. does not apply:**

- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
- b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
- c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

**5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

- 1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

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

**Section III – Limits Of Insurance :**

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

### **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

#### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

#### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

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

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS**

#### **A. Knowledge Of Occurrence**

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

#### **B. Other Insurance**

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

#### **C. Unintentional Failure To Disclose Hazards**

Item 6. **Representations** is replaced by the following:

##### **6. Representations And Unintentional Failure To Disclose Hazards**

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **D. Waiver of Subrogation**

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### **SECTION V – DEFINITIONS AMENDMENTS**

##### **A. Insured Contract Amended**

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

##### **B. Personal And Advertising Injury Redefined**

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

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

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
**A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE,**  
**A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

#### **H. Accidental Airbag Deployment Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

##### **7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### **I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage**, is amended by adding the following:

##### **8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### **J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

### **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

#### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

#### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us**, is amended by adding the following exception:

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

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1) Such “insured” is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0334

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

ITB 6323-25

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

RE 20663

**Contact E-Mail**

DPAINE@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 FOR HIGH VOLTAGE TECHNICAL AND MAINTENANCE

**Agenda Wording**

Three year contract award to United States Electric Corporation of Washington (Olympia, WA) for as-needed high voltage electrical maintenance and technical services at the Waste to Energy Facility from 5/1/25-5/30/2028 and a total cost not to exceed \$500,000.00 plus tax.

**Summary (Background)**

The Waste to Energy Facility requires electrical support services to maintain continuous operations. On March 10, 2025, bidding closed on ITB 6323-25 for the high voltage electrical technical and maintenance services needed at the facility. Responses were received from United States Electric Corp., Colvico Electric and Resa Power. United States Electric was selected as the lowest cost, responsive and responsible bidder. The resulting three (3) year contract award may be extended for one (1) one-year period, not to exceed four 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, 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?**

Not applicable

**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**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 500,000.00	
Current Year Cost		\$ 166,666.66	
Subsequent Year(s) Cost		\$ 166,666.66	
<b><u>Narrative</u></b>			
This is a routine repair and maintenance service expense that is planned for annually in the Solid Waste disposal budget.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 500,000.00	#	4490-44100-37148-54803-34002
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Brady Malcolm, brady@uselectricorp.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			





**City of Spokane**

**PREVENTATIVE MAINTENANCE AGREEMENT**

**Title: High Voltage Electrical Technical  
and Maintenance Services**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRIC CORPORATION OF WASHINGTON**, whose address is 1802 Miller Avenue NE, Olympia, Washington 98506 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide High Voltage Electrical Technical and Maintenance Services; and*

*WHEREAS, the Contractor was selected from ITB 6323-25.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2025, and ends on April 30, 2028, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties not to exceed one (1) additional one year contract period.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in the City's ITB 6323-25 and Contractor's Response which is attached as **Attachment C** and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus

applicable taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224. All invoices should include the City Clerk's File No. "OPR #2024-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

**6. TAXES, FEES AND LICENSES.**

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

**7. PREVENTATIVE MAINTENANCE.**

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **10. INDEMNIFICATION.**

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

## **10. INSURANCE.**

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

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

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

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

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

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

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

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

#### **11. SUBCONTRACTOR RESPONSIBILITY.**

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

#### **12. INDEPENDENT CONTRACTOR.**

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

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or

subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **14. TERMINATION.**

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

#### **15. STANDARD OF PERFORMANCE.**

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

#### **16. ANTI KICK-BACK.**

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

#### **17. CONSTRUAL.**

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

#### **18. DEBARMENT AND SUSPENSION.**

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

#### **19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### **20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**UNITED STATES ELECTRIC  
CORPORATION OF WASHINGTON**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor’s Response to ITB 6323-25

25-063

## ATTACHMENT 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)





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

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

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

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

## **ATTACHMENT C**



CITY OF SPOKANE - PURCHASING  
915 N Nelson St.  
Spokane, Washington 99202  
(509) 625-6527

## INVITATION TO BID

ITB NUMBER: 6323-25

TITLE: High Voltage Electrical Technical And  
Maintenance Services Unit Price Contract –  
Prevailing Wages

BID COORDINATOR: Rick Rinderle, City of  
Spokane Purchasing Department

**OPTIONAL PRE-BID CONFERENCE:**

An Optional pre-bid conference will be held on  
Wednesday, February 26, 2025, at 10:00 am.  
The location will be at the Waste to Energy  
Facility (WTEF) Admin Offices, 2900 S Geiger  
Blvd., Spokane, WA 99224.

**QUESTION DEADLINE:** Wednesday, March 5,  
2025, at 9:00 am.

**PROPOSAL DUE DATE:** Monday, March,  
10, 2025

**TIME:** 1:00 PM Pacific Local Time

**Bid Submittal:**

All Bids shall be submitted electronically  
through the ProcureWare online  
procurement system portal:

**<https://spokane.procureware.com> before  
the due date and time.**

**BID SUBMITTED BY:**

**COMPANY** United States Electric Corp of WA

**MAILING ADDRESS** PO Box 87

Olympia, WA 98507

**PHYSICAL ADDRESS** 1802 Miller Ave NE

Olympia, WA 98506

**PHONE NUMBER** 206-391-7360

**E-MAIL ADDRESS** Brady@USElectriCorp.com

*Rick Rinderle*

**Rick Rinderle  
Purchasing**

**Bid Response Summary**

**Bid Number** ITB 6323-25  
**Bid Title** High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages  
**Due Date** Monday, March 10, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** United States Electric Corp WA  
**Submitted By** Amy Culver - Monday, March 10, 2025 6:55:52 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 amy@uselectriccorp.com 360-915-6700

**Comments****Question Responses**

Group	Reference Number	Question	Response
OPTIONAL PRE-BID CONFERENCE:			
	#1	An Optional pre-bid conference will be held on Wednesday, February 26, 2025, at 10:00 am. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane, WA 99224.	I Agree and Acknowledge
Contact Information			
	#1	List the following information for the person submitting this response: Company Name, Name, Address, Telephone Number & e-mail address	United States Electric Corporation of Washington Amy Culver PO Box 87, Olympia, WA 98507 360-915-6700 Amy@USElectriCorp.com
	#2	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Brady Malcolm 206-391-7360 Brady@USElectriCorp.com
Terms & Conditions			

#1	Bidder acknowledges that they have read and understand the Terms and Conditions Pages 19-23 of the ITB 6323-25 bid document in the 'Documents' tab. If answer is "I do not acknowledge and agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I Agree and Acknowledge
1.2	EXCEPTION: If you took exception to above, upload here.	
2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
Technical Group		
#1	How Many Addenda Do You Acknowledge Receipt Of? Please Enter Number. If none were issued enter "0".	1 Addenda
#2	BIDDER'S REPRESENTATION: The Bidder by making its Bid represents that it has read and understands the ITB 6323-25 bid document and attachments, located in the 'Documents' tab.	I acknowledge and agree
#2.1	Bidder acknowledge that it has read and understand that a Cold Iron outage is normally a period of 12 days in which both boilers end up being taken off-line. During a 12-day cold iron outage it could be expected that COS WETF would require 4 workers, for 6 days, for an approximate total of 288 total man hours expected to be consisting of 160 hours straight time and 128 hours overtime.	I Agree and Acknowledge

#3	Bidder acknowledges it has read and understands Contractor Safety and Environmental Requirements document, located in the 'Documents' tab, document.	I Agree and Acknowledge
#4	Bidder is licensed to do business in the State of Washington and has five (5) years' experience in High Voltage Electrical Services.	I Agree and Acknowledge
#5	Bidder can perform Technical Requirements listed in sections 10. – 10.7.1	I Agree and Acknowledge
#6	LIQUIDATED DAMAGES. Bidder acknowledge that it has read and understand Liquidated Damages.	I Agree and Acknowledge
#7	Bidder acknowledges it must on site at COS WTEF within 24 hours of being notified by COS WTEF of the need for emergency services.	I Agree and Acknowledge
#8	EXCEPTIONS: If you took exceptions to any of the above explain here what you are taking exception to.	None
#9	PERVAILING WAGE REQUIREMENTS: The work under this contract is classified a routine maintenance and subject to prevailing wages under state law. Bidders are warned to take into consideration statutory legal requirements, particularly the payment of prevailing wages in making their bids	I Agree and Acknowledge
#10	The three-year base-period of performance of any contract resulting from this ITB is tentatively scheduled to begin on or about MAY 1, 2025 and to end on APRIL 30, 2028. Contract renewal or extension shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for one (1) one-year period with the total contract period not to exceed four years. Vendor's prices shall be firm throughout the first year of the contract period, May 1, 2025 through April 30, 2026. For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.	I Agree and Acknowledge

#11	The winning Vendor(s) shall receive a unit priced contract and, upon complete and accepted performance by the Vendor, the City shall issue payment in the applicable amount set forth Pricing Section for the actual services performed. Multiple Awards may be in any combination that best serves the city.	I Agree and Acknowledge
#12	Please complete and upload Bid Pricing Pages Proposal Pages 13-17 of the ITB 6323-25 bid document located in the 'Documents' tab.	Bid Pricing Pages.pdf
#12.1	Enter Straight Time Hourly Rate, for Temporary E&I support that could be required 20 hours per week, (more or less). Enter Here:	88.00
#13	Please complete and upload Subcontractor List Pages 18 of the ITB 6323-25 bid document located in the 'Documents' tab.	Subcontractor List.pdf
Certification Of Compliance With Wage Payment Status		
#1	The Vendor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	Yes
ADDITIONAL INFORMATION		
#1	If you have additional information/documents to submit, upload them here.	Invitation to Bid Cover with Bidder Information.pdf
#2	If you have additional information/documents to submit, upload them here.	Addendum 1 Signed.pdf

#3	If you have additional information/documents to submit, upload them here.	Notarized Affirmation & Certification.pdf
#4	If you have additional information/documents to submit, upload them here.	USEW Proof of PW Training Exemption.pdf
#5	If you have additional information/documents to submit, upload them here.	
#6	If you have additional information/documents to submit, upload them here.	
#7	If you have additional information/documents to submit, upload them here.	
#8	If you have additional information/documents to submit, upload them here.	
#9	If you have additional information/documents to submit, upload them here.	
#10	If you have additional information/documents to submit, upload them here.	



**Addendum 1**  
**2/26/2025**

**ITB 6323-25**

**High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages**

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

Addendum 1 provides responses to questions that were asked during the Optional Pre-Bid Meeting conducted on 2/26/2025, and provides a copy of the sign-in sheet.

**Question and Responses:**

**#1 Question: Why was this bid out last year and again this year? What changed?**

Response: 1. Language in the last Invitation to Bid, ITB 6148-24, in the Instructions to Bidders point 7. Bid Security has been removed. The bid does not have to be accompanied by a bid bond bound to the City of Spokane. Page 7 of ITB 6323-25 Section A, list item 1. States: "Payment AND Performance bonds are not required." 2. Added technical requirement that, "The Firm must have five (5) years' experience in High Voltage Electrical Services." 3. Added "Temporary E&I support person 20 hours (more or less) straight time per week." 4. GSU Transformer replacement removed from scope of work.

**#2 Question: When is the next planned electrical outage?**

Response: 2027 is the next planned outage for high voltage work.

**#3 Question: Is the bidder required to submit "Bidder Prequalification" information with their bid or after bidder has submitted their bid and have been acknowledged as responsible and responsive but prior to actual awarding of the contract?**



Response: Bidder may submit their "Bidder Prequalification" information after bidder has submitted their bid and have been acknowledged as responsible and responsive but prior to actual awarding of the contract.

Reference Bid Section "Instructions To Bidders", Section 7, Bidder Prequalification. Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

**#4 Question: What shifts would be expected for straight time hours?**

Response: 4 10 hour shifts. Approximate starting time 6am, but dependent upon jobs needs.

**Copy of Sign-in Sheet:**

RFQ 6323-25 High Voltage Electrical Technical And Maintenance Services Price Unit Contract – Prevailing Wages			
An Optional Pre-Bid Conference meeting, Wednesday, February 26, 2025, at 10:00 AM at the Waste to Energy Facility (WTEF), Administration Office, 2900 S Gelger Blvd, Spokane WA 9922.			
Company Name	Individual's Printed Name	Signature	Email address
USELECTRIC	BRADY MALCOLM		brady@uselectric.com
COLVICO ELECTRIC	JESSE KURE		j.kure@colvicoinc.com

Rick Rinderle  
Procurement Specialist

The undersigned acknowledges receipt of this Addendum.

\_\_\_\_\_  
Company

  
Signature

**April 1, 2025 Through March 31, 2026**

Prices shall be firm throughout the first year of the contract period, 4/1/2025 through 3/31/2026.

**For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually.**

ITB 6323-25 Pricing Pages			
1	Bidder To Clearly Define What Constitutes "Straight Time Rate":	Monday - Friday 7am-3:30pm if working (5) 8 hours shifts during the week Monday - Friday 6am-4:30pm if working (4) 10 hour shifts during the week	
1.1	Straight Time Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Straight Time Extended Total (Straight Time Hrly Rate) x (160 Hours)
	\$ 145.00	160	\$ 23,200.00
2	Bidder To Clearly Define What Constitutes "Time-and-Half Rate":	If working 8 hours shifts, first 2 hours after 8 hours. If working 10 hour shifts, any hours worked on the 5th day, up to 10 hours. All hours worked on Saturday will be billed at Time and Half	
2.1	Time-and-Half Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Time-and-Half Extended Total (Time-and-Half Hrly Rate) x (128 Hours)
	\$ 185.00	128	\$ 23,680.00
3	Bidder To Clearly Define What Constitutes "Double Time Rate":	Any hours worked past first 10 hours, Monday - Saturday Any hours worked on a Sunday will be billed at Double Time	
3.1	Double Time Hourly Rate	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Double Time Extended Total (Double Time Hrly Rate) x (12 Hours)
	\$ 225.00	12	\$ 2,700.00
4	Bidder To Clearly Define What Constitutes "Emergency Hourly Rate":	Any non-scheduled support hours will be billed at Emergency Hourly Rate	
4.1	Enter Emergency Hourly Rate:	Estimated Hours More Or Less The Could Be Incurred in a Single Cold Iron Outage	Emergency Extended Total (Emergency Hrly Rate) x (40 Hours)
	\$ 225.00	40	\$ 9,000.00

5	Bidder To Clearly Define What Constitutes "Standard Mobilization Cost per Service":	Travel to the facility from home office for a scheduled Cold Iron outage
	Enter Standard Mobilization Cost per Service Period:	\$ 500.00
6	Bidder To Clearly Define What Constitutes "Standard Demobilization Cost per Service":	Travel from the facility back to home office after a scheduled Cold Iron outage
	Enter Standard Demobilization Cost per Service Period:	\$ 500.00
7	Bidder To Clearly Define What Constitutes "Emergency Mobilization Cost per Service":	Any travel from home office incurred for unscheduled support
	Enter Emergency Mobilization Cost per Service Period:	\$ 1,000.00
8	Bidder To Clearly Define What Constitutes "Emergency Demobilization Cost per Service":	Any travel from the facility back to the home office after unscheduled support
	Enter Demobilization Cost From Emergency Mobilization Service Period:	\$ 1,000.00

9	Enter Vendor's Percentage Markup for Parts and Materials Above Vendor's Cost:	_____ 20 % Percentage Markup
	For Information Purposes Only annual cost for parts and materials prior Vendor's Markup is estimated at \$5,000 (More or Less).	
10	Enter Percentage Markup for Rental Equipment Above Vendor's Cost:	_____ 20 % Percentage Markup
	For Information Purposes Only annual rental cost prior to Vendor's Markup is estimated at \$5,000 (More or Less).	
11	<b>List Any Other Cost To Be That Could Be Incurred Not Listed Above That Could Be Incurred To Perform Services</b>	
11.1	Engineering	\$ 265.00 per hour
11.2	Electronic Tech Time - Straight Time	\$ 88.00 per hour
11.3	Electronic Tech Time - Time and Half	\$ 115.00 per hour
11.4	Electronic Tech Time - Double Time	\$ 155.00 per hour
11.5	<b>**Please note that additional work scopes related to this RFP may require the providing of services other than those requested in this RFP</b>	\$
11.6		\$
11.7		\$
11.8		\$
11.9		\$
11.1		\$

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

**LIQUIDATED DAMAGES.**

In the event the bidder is awarded the contract and fails to complete the work due to negligence on the part of the Vendor, within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of TEN THOUSAND DOLLARS (\$10,000.00) per working day until the service is performed and accepted.

**BIDDER RESPONSIBILITY.**

Washington State U.B.I. Number

602-247-607

City of Spokane Business License Number T11041929BUS

(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.)

**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.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS**

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

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

Name of Bidder: United States Electric Corporation of Washington

  
Signature of Bidder's Authorized Representative

President  
Title

PO Box 87, Olympia, WA 98507  
Address

O:360-915-6700 C:206-391-7360  
Phone





Phone # 360-915-6700

Fax # 360-915-6701

P.O. Box 87

Olympia, WA 98507

March 4, 2025

City of Spokane – Purchasing  
915 N Nelson St  
Spokane, WA 99202

RE: ITB #6323-23  
High Voltage Electrical Technical And Maintenance Services Unit Price Contract

This letter serves as formal certification for the following items:

1. United States Electric Corp of WA (USEW) affirms & certifies that it has never willfully violated any wage payment laws within the last 23 years.
2. USEW affirms & certifies that we will not violate any local, state or federal labor laws or standards during the course of performing work under the City contract.
3. USEW affirms & certifies that we will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, Chapter 01.07, SMC.

Brady Malcolm  
Signature of USEW Executive

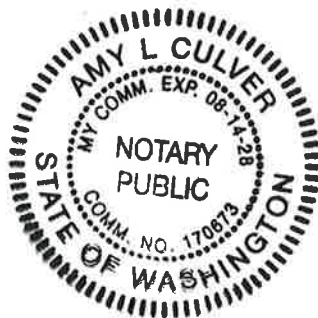
Brady Malcolm  
Printed Name of USEW Executive

3-7-25  
Date Signed

State of Washington  
County of Thurston

Signed and sworn to (or affirmed) before me on (date) by Brady Malcolm for United States Electric Corp of WA.

(Stamp)



[Signature]  
Signature of Notary Public

Notary Public  
Title of Office

My Commission Expires: August 14, 2028

**This Page (Page #18) Must Be Completed and Uploaded Into ProcureWare Via The Question Tab and corresponding question #3.**

## SUBCONTRACTOR LIST

ITB 6325-25,  
High Voltage Electrical Technical And Maintenance Services Unit Price Contract – Prevailing  
Wages

0 NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

CONTRACTOR N/A

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number \_\_\_\_\_

CONTRACTOR N/A

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR N/A

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

CONTRACTOR N/A

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S U.B.I. Number. \_\_\_\_\_

# Contractors

UNITED STATES ELECTRIC CORP

<b>Owner or tradesperson</b> Principals MALCOLM, BRADY J, PRESIDENT  MALCOLM, BRADY J, AGENT	<b>PO BOX 87</b> <b>OLYMPIA, WA 98507</b> <b>206-391-7360</b> <b>THURSTON County</b>
Doing business as <b>UNITED STATES ELECTRIC CORP</b>	
WA UBI No. <b>602 247 607</b>	Business type <b>Corporation</b> Governing persons <b>BRADY</b> <b>JON</b> <b>MALCOLM</b> RACHEL MALCOLM;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

<b>Electrical Contractor</b>	<b>Active</b> <b>Meets current requirements.</b>
License specialties <b>GENERAL</b> License no. <b>UNITESE9848H</b> Effective — expiration <b>11/08/2002— 11/08/2026</b>	

<b>Designated administrator</b> <b>MALCOLM, BRADY JON</b>	<b>Active</b> <b>Meets current requirements.</b>
License type <b>Master Electrician</b>	License no. <a href="#">MALCOBJ968LW</a>

<b>Bond</b> <b>TRAVELERS CAS &amp; SURETY CO</b> Bond account no. <b>103874078</b>  Received by L&I <b>11/18/2002</b>	<b>\$4,000.00</b>   Effective date <b>11/08/2002</b> Expiration date <b>Until Canceled</b>
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**Savings**  
No savings accounts during the previous 6 year period.

**License Violations**  
No license violations during the previous 6 year period.

Certifications & Endorsements

**OMWBE Certifications**  
No active certifications exist for this business.

**Apprentice Training Agent**  
Registered training agent. [Check their eligible programs and occupations.](#)



## Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

**This company has multiple workers' comp accounts.**

### Active accounts

Account no.

**044,132-00**

**Account is current.**

Doing business as

**UNITED STATES ELECTRIC CORP WA**

[Certificate of Workers' Comp Coverage](#) ?

[Track this contractor](#) ?

Account no.

**044,132-01**

**Call L&I account representative for account status.**

Doing business as

**UNITED STATES ELECTRIC CORP**

[Certificate of Workers' Comp Coverage](#) ?

## Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training— Effective July 1, 2019**

**Exempt from this requirement.**

### Contractor Strikes

**No strikes have been issued against this contractor.**

### Contractors not allowed to bid

**No debarments have been issued against this contractor.**

## Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

< Business Lookup

License Information:

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

Entity name:

UNITED STATES ELECTRIC CORPORATION OF WASHINGTON

Business name:

UNITED STATES ELECTRIC CORPORATION OF WASHINGTON

Entity type:

Profit Corporation

UBI #:

602-247-607

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

1802 MILLER AVE NE  
OLYMPIA WA 98506-3446

Mailing address:

PO BOX 87  
OLYMPIA WA 98507-0087

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
<a href="#">Bremerton General Business - Non-Resident</a>	36217			Active	Nov-30-2025	Feb-02-2023
<a href="#">Burien General Business - Non-Resident</a>				Active	Nov-30-2025	May-27-2022
<a href="#">Lacey General Business - Non-Resident</a>	20688			Active	Nov-30-2025	Oct-28-2011
<a href="#">Mercer Island General Business - Non-Resident</a>	160574			Active	Nov-30-2025	Oct-09-2019
<a href="#">Olympia General Business</a>	18186			Active	Nov-30-2025	Jun-24-2008
<a href="#">Redmond General Business - Non-Resident</a>	RED20-000747			Active	Nov-30-2025	Sep-01-2020
<a href="#">Shelton General Business</a>	8003220			Active	Nov-30-2025	Sep-12-2018
<a href="#">Spokane General Business - Non-Resident</a>	T11041929BUS			Active	Nov-30-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MALCOLM, BRADY	

Registered Trade Names

Registered trade names	Status	First issued
UNITED STATES ELECTRIC CORPORATION	Active	Nov-08-2002

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 8:19:56 AM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)





Department of Labor & Industries

Certificate of Workers' Compensation Coverage

April 16, 2025

WA UBI No.	602 247 607
L&I Account ID	044,132-00
Legal Business Name	UNITED STATES ELECTRIC CORPORATION OF WA
Doing Business As	UNITED STATES ELECTRIC CORP WA
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2024 "Less than 1 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	UNITESE9848H
License Expiration	11/08/2026

**What does "Estimated Workers Reported" mean?**  
Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

**Industrial Insurance Information**  
Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. **Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation** (See [RCW 51.12.050](#) and [51.16.190](#)).

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/11/2024

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).

<b>PRODUCER</b> <b>USI Insurance Services NW CL</b> <b>601 Union Street, Suite 1000</b> <b>Seattle, WA 98101</b>	<b>CONTACT NAME:</b> <b>Jordynn Crouse</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>206 441-6300</b>	<b>FAX (A/C, No):</b> <b>610-362-8530</b>
	<b>E-MAIL ADDRESS:</b> <b>Jordynn.Crouse@usi.com</b>	
<b>INSURED</b> <b>United States Electric Corp.</b> <b>PO Box 87</b> <b>Olympia, WA 98507</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Western National Mutual Insurance Compa</b>	
	<b>INSURER B : Evanston Insurance Company</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:2,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CPP132717101</b>	<b>11/06/2024</b>	<b>11/06/2025</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> <b>WA Stop Gap</b> <b>\$1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CPP132664101</b>	<b>11/06/2024</b>	<b>11/06/2025</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>UMB105462701</b>	<b>11/06/2024</b>	<b>11/06/2025</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				
<b>B</b>	<b>Pollution Liab</b>			<b>CPLMOL127355</b>	<b>11/06/2024</b>	<b>11/06/2025</b>	<b>\$10,000,000</b>
<b>A</b>	<b>Leased/Rented</b>			<b>CPP132721201</b>	<b>11/06/2024</b>	<b>11/06/2025</b>	<b>\$100,000</b>

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 primary non-contributory additional insured as respects the above project only per insuring forms attached.

**CERTIFICATE HOLDER****CANCELLATION**

**City of Spokane**  
**808 Spokane Falls Blvd #3327**  
**Spokane, WA 99201-0000**

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

*Gary D. Patterson*

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This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS –  
OPERATIONS AND COMPLETED OPERATIONS –  
WITH ADDITIONAL INSURED REQUIREMENT  
IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured – Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations**, coverage is limited as follows:

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Additional Insured – Completed Operations**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

**3. Primary and Noncontributory**

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

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations**

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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

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

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

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

**D. As respect to the coverage provided under this endorsement, the following is added to the Other Insurance Condition and supersedes any provision to the contrary:**

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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

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

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

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

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

- D. As respect to the coverage provided under this endorsement, the following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet .....	2
Property Damage Liability	
• Elevators .....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception.....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence.....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000 .....	3
• Loss of Earnings Up To \$500/Day .....	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee.....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days.....	4
• Blanket Additional Insured – Vendors – As Required By Contract.....	4
• Blanket Additional Insured – Lessor Of Leased Equipment .....	6
• Blanket Additional Insured – Managers Or Lessors Of Premises.....	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivisions Or Political Subdivision – Permits Or Authorizations .....	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises.....	8
Damage To Premises Rented To You – \$300,000 .....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations .....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended.....	9
• Unintentional Failure To Disclose Hazards.....	9
• Waiver of Subrogation.....	10
Insured Contract Amended .....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication .....	10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I – COVERAGES AMENDMENTS**

**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

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

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

## **B. Damage To Property Coverage Extensions**

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## **C. Damage To Premises Rented To You**

Item **2. Exclusions**, the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **D. Personal And Advertising Injury**

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

#### **b. Material Published With Knowledge Of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

### **E. Supplementary Payments – Coverages A and B**

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## **SECTION II – WHO IS AN INSURED AMENDMENTS**

### **A. Employee Bodily Injury To A Co-Employee**

Paragraph **2. a. (1)** is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### **B. Newly Acquired Organizations**

Paragraph **3. a.** is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;



The following are added:

**C. Blanket Additional Insured – Vendors – As Required By Contract**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (i) The exceptions contained in Subparagraphs (4) or (6); or
        - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  3. This Provision **C.** does not apply:
    - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
    - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
    - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
  4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

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

    - a. The minimum amount required by the contract or agreement; or
    - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **D. Blanket Additional Insured – Lessor Of Leased Equipment**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply: "Bodily injury" or "property damage" arising out of:
- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
  - (2) Any express warranty made by the Lessor;
  - (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
  - (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
  - (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured – Managers Or Lessors Of Premises**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

**Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## **SECTION III – LIMITS OF INSURANCE AMENDMENTS**

### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
- a. \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

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

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

### A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

### B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

### C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## SECTION V – DEFINITIONS AMENDMENTS

### A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

### B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment – Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I – COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered “auto” you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. “Loss”, or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” that is out of service.

#### **SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an “insured” under any other automobile liability policy or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.



**B. Blanket Additional Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

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

**C. Liability Coverage Extensions – Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

**E. Glass Repair – Deductible Waiver**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

#### **H. Accidental Airbag Deployment Coverage**

##### **SECTION III – PHYSICAL DAMAGE COVERAGE,**

**A. Coverage** is amended by adding the following:

##### **7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### **I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

##### **8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### **J. Audio, Visual and Data Electronic Equipment – Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

#### **SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS**

##### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

##### **B. Blanket Waiver of Subrogation**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

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

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud**, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance**, paragraph b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “auto” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.**, the following is added and supersedes any provision to the contrary:

This Coverage Form’s Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an “insured” under your policy provided that:

- (1) Such “insured” is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such “insured”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR EACH PROJECT

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



**Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

<b><u>Date Rec'd</u></b>	4/14/2025
<b><u>Clerk's File #</u></b>	OPR 2024-0062
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	2022064

**Council Meeting Date:** 05/12/2025

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES	<b><u>Bid #</u></b>	
<b><u>Contact Name/Phone</u></b>	DAN BULLER 6391	<b><u>Requisition #</u></b>	CR 27473
<b><u>Contact E-Mail</u></b>	DBULLER@SPOKANECITY.ORG		
<b><u>Agenda Item Type</u></b>	Contract Item		
<b><u>Council Sponsor(s)</u></b>	KKLITZKE		

<b><u>Sponsoring at Administrators Request</u></b>	NO
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<b><u>Lease?</u></b> NO	<b><u>Grant Related?</u></b> NO	<b><u>Public Works?</u></b> YES
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<b><u>Agenda Item Name</u></b>	0370 - ADMINISTRATIVE RESERVE INCREASE INLAND ASPHALT MARKET
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**Agenda Wording**

Administrative reserve increase for the contract with Inland Asphalt Company for Market-Monroe-29th Grind and Overlay project for a total increase of \$70,000.00

**Summary (Background)**

In 2024, Engineering Services oversaw two very large fed funded arterial grind & overlay projects addressing portions of 29th Ave., Washington St, Monroe St., Market St. and Lincoln Rd. One of those projects ended up about \$525,000 under budget but the other one ended up \$440,000 over budget. Council typically approves a 10% administrative reserve. On this project (specifically, Market-Monroe-29th, 2022064), various change orders added to 12% of the original contract cost of \$3,690,000 meaning that we are requesting an additional 2% or \$70,000 in spending authorization. This cost overrun was due primarily to greater than anticipated pavement repair required before installation of the overlay and complicated traffic control on 29th Ave.

**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**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 70,000.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 70,000.00	# 3200 95164 95300 56501 86118	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	BULLER, DAN	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		publicworksaccounting@spokanecity.org	
eraea@spokanecity.org		dbuller@spokanecity.org	
pyoung@spokanecity.org		mvallen@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

3/11/2025

**Clerk's File #**

OPR 2025-0326

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

ENGINEERING SERVICES

**Bid #**

CR 27486

**Contact Name/Phone**

DAN BULLER 6391

**Requisition #****Contact E-Mail**

DBULLER@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**

0370 - EYE CLINIC SIDEWALK VAULT INFILL

**Agenda Wording**

Contract with Bacon Concrete Inc., (Spokane, WA) for Eye Clinic Sidewalk Vault Infill in the amount of \$57,800.00. An administrative reserve of \$11,560.00 plus tax, which is 20% of the contract amount, will be set aside.

**Summary (Background)**

In downtown Spokane, sidewalks adjacent to older building frequently are the roof of the building basement - see attached exhibit. These are sometimes referred to as sidewalk vaults. When constructing ADA curb ramps near sidewalk vaults, special care must be taken because, as shown in the exhibit, the sidewalk is the basement roof. On the Washington-Stevens grind & overlay project, the extent of the sidewalk vault was inaccurately shown on the plans. As a result, when a portion of the sidewalk was removed for curb ramp construction in front of the Eye Clinic (Washington & Main), the sidewalk vault roof in that area was cut and rendered unusable and therefore must be replaced. The most effective long-term solution is to fill the portion of the sidewalk vault below the accidental cut with concrete. See attached exhibit. This fix would normally be rolled into the Washington-Stevens grind & overlay project but, because the pricing for this change order was so high, we solicited quotes from the small works roster and by doing so, saved the city over \$100,000. Because of the high probability for changes, we request a 20% admin reserve on top of the \$57,800 bid amount.

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

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

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

N/A

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

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

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

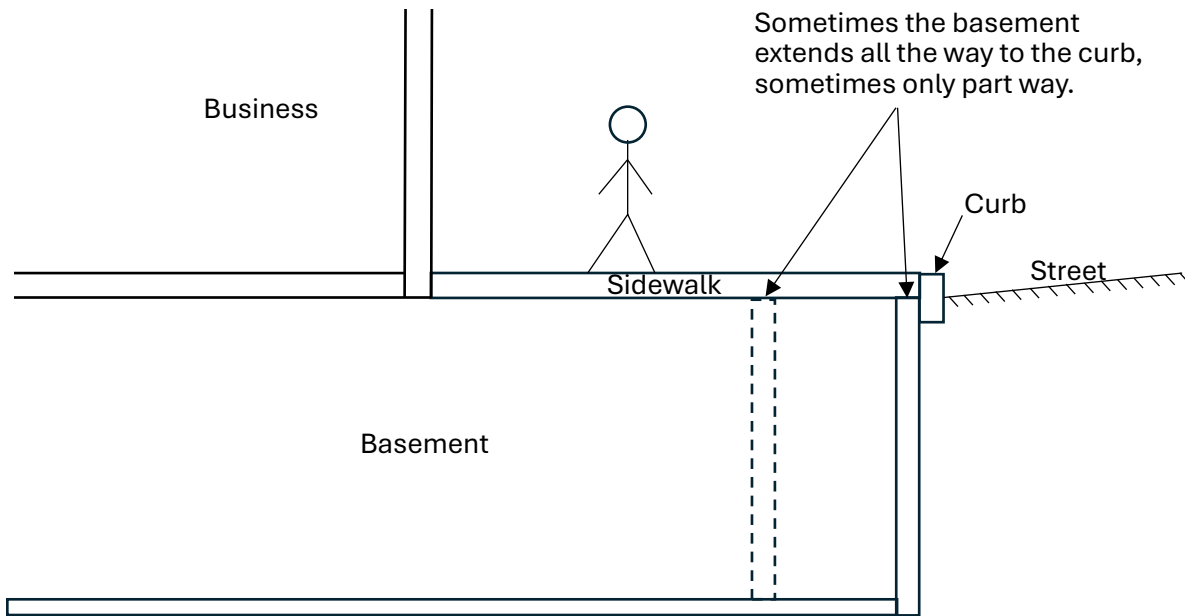
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

**Council Subcommittee Review**

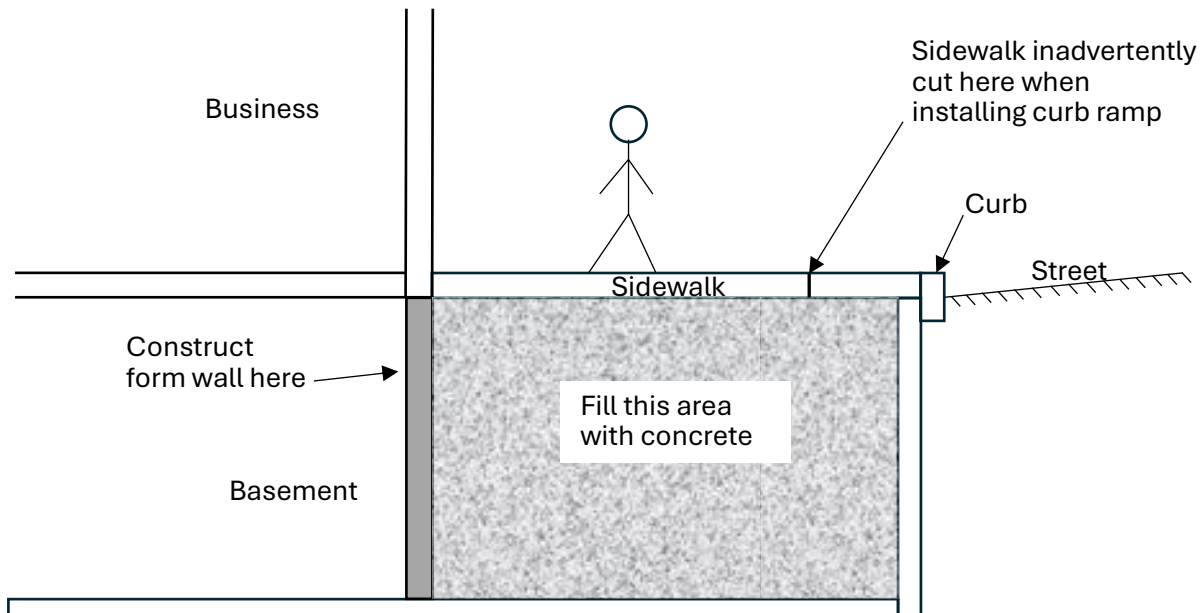
N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 69,360.00	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 69,360.00	#	3200 48400 42300 54201 86034
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		N/A	
<b>Funding Source Type</b>		Select	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	BULLER, DAN		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Greg Bacon - greg@baconconcrete.com		jrhall@spokanecity.org	
Tax&licenses@spokanecity.org		publicworksaccounting@spokanecity.org	
eraea@spokanecity.org		dbuller@spokanecity.org	
jradams@spokanecity.org			

### Existing Sidewalk Vault



### Sidewalk Vault Fix





**City of Spokane**  
**PUBLIC WORKS CONTRACT**  
**SIDEWALK VAULT INFILL**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to provide Sidewalk Vault Infill work at Washington and Main Streets; and*

*WHEREAS, the Contractor was selected from an invitation to Bid.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 12, 2025, and ends on September 30, 2025, unless amended by written agreement or terminated earlier under the provisions

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

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

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY-SEVEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$57,800.00)**, plus tax if applicable, unless modified by a written amendment to this Agreement.

This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. TAXES, FEES AND LICENSES.**

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

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

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

#### **7. STATE PREVAILING WAGES.**

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

#### **8. RETAINAGE IN LIEU OF BOND.**

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

## **9. PUBLIC WORKS REQUIREMENTS.**

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

## **10. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **12. INDEMNIFICATION.**

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



### **13. INSURANCE.**

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

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

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

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

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

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

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

### **14. SUBCONTRACTOR RESPONSIBILITY.**

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

### **15. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor

nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. TERMINATION.**

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

#### **18. STANDARD OF PERFORMANCE.**

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

#### **19. ANTI KICK-BACK.**

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

#### **20. CONSTRUAL.**

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

#### **21. DEBARMENT AND SUSPENSION.**

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

#### **22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

## **23. REMEDIES.**

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

## **24. MISCELLANEOUS PROVISIONS.**

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

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

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

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

**BACON CONCRETE, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Exhibit A – Debarment Certification  
Exhibit B - Contractor's Response to Invitation to Bid  
25-075

## 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



# City of Spokane Invitation To Bid

**Project Title:** Sidewalk Vault Infill - Washington & Main

## SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on 3/25/2025 at 11 AM. The location will be at the building entrance, SE corner of Washington & Main.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 4 pm on 4-3-25 to Dan Buller at dbuller@spokanecity.org, Spokane, WA                     .  
Electronic submission is preferred, submit via email to: dbuller@spokanecity.org
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 1-360-705-6741 to obtain a business registration. If the Vendor 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.



# City of Spokane Invitation To Bid

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## SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:  

Name:	Jonathan Adams
Department:	Engineering Services
Phone:	509-625-6267
Email:	jradams@spokanecity.org
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by. Thursday 6/26/2025
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$500 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
  - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
  - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
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, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
  - B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.





# City of Spokane Invitation To Bid

- 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.

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

11. **PERFORMANCE BOND.** The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. **PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 04/03/2022.

C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

13. **RETAINAGE.** Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:

A. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).

B. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.

C. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



# City of Spokane Invitation To Bid

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## SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.

2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.

see attached pdf files.

3. SCOPE OF WORK.

Like many downtown Spokane buildings, the building at the SE corner of Washington & Main has a basement that extends under the sidewalk to approximately the curb line (i.e., the sidewalk is the roof of the basement). The intent of this project is fill a small portion of that basement by cutting a hole in the sidewalk in order to access the basement below, building concrete masonry unit and wood form walls to contain the controlled density fill (CDF), filling the designated portion of the basement with CDF, and patching the hole, after which another contractor will replace the sidewalk and nearby curb ramps as part of on-going street project. Form wall materials and CDF shall be placed into the basement via the access hole. Workers may access the basement via the building stairway.

Due to the time constraints of the on-going street project, the work in this solicitation must be done between May 19 and June 26, 2025.

Refer to the attached drawings for the project specifics.

In his bid the contractor shall include all labor and materials necessary to construct the work as shown or implied on the plans including but not limited to: concrete cutting, masonry, carpentry, CDF, piping modifications, concrete repair, removal and disposal of debris as necessary, permitting (obstruction permit will be required but the fee will be waived), developing a traffic control plan for vehicles and pedestrians, implementing the traffic control plan, etc.



# City of Spokane Invitation To Bid

## BID

TO: CITY OF SPOKANE, WASHINGTON  
PROJECT NAME: Sidewalk Vault Infill - Washington & Main

**BIDDER'S DECLARATION.** The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

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

BASE BID: \$ 57,800.00  
SALES TAX (9 %) 9.1%: \$ 5259.80  
TOTAL BASE BID PRICE: \$ 63,059.80  
TRENCH SAFETY SYSTEM,  
if excavation greater  
than four feet (4') deep: \$ 0

Alt 1 Description or Delete  
(Include Retail Sales Tax)  
Alt 2 Description or Delete  
(Include Retail Sales Tax)  
Alt 3 Description or Delete  
(Include Retail Sales Tax)

## CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.  
U.B.I. Number  
Washington Employment Security Department Number  
Washington Excise Tax Registration Number

BACON CONCRETE INC  
601-398-658  
760,832-005  
601-398-658

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from  
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

**ADDENDA.** The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.  
(☒ YES) (☐ NO)

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

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

FIRM NAME: Business Name Bacon Concrete Inc

PRINTED NAME: Printed Name Greg Bacon

SIGNATURE: [Signature]  
TITLE: Title President

PHONE: Phone

ADDRESS: Business Address 16510 N Brannon Ln Spokane WA 99208

EMAIL: name@domain greg@baconconcrete.com

[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** BACON CONCRETE, INC.**Business name:** BACON CONCRETE, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 601-398-658**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750**Mailing address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750

**Excise tax and reseller permit status:**[Click here](#)**Secretary of State information:**[Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Nov-04-2011
Spokane General Business - Non-Resident	T12011451BL			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-13-2005

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 3:19:22 PM



## Contact us

How are we doing?

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Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2024

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

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

PRODUCER  
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

CONTACT  
NAME: CLIENT CONTACT CENTER

PHONE  
(A/C, No, Ext): 888-333-4949

FAX  
(A/C, No): 507-446-4664

E-MAIL  
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURED  
BACON CONCRETE INC  
16510 N BRANNON LN  
SPOKANE, WA 99208-8750

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 154

REVISION NUMBER: 0

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				Y	N	9803980	12/31/2024	12/31/2025	EACH OCCURRENCE		\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000	
										MED EXP (Any one person)		EXCLUDED	
										PERSONAL & ADV INJURY		\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE		\$2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PRODUCTS & COMP/OP ACC		\$2,000,000	
	<input type="checkbox"/> OTHER:												
A	AUTOMOBILE LIABILITY				N	N	9803980	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)		\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO									BODILY INJURY (Per Person)			
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS									BODILY INJURY (Per Accident)			
	<input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY									PROPERTY DAMAGE (Per Accident)			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR				N	N	9803982	12/31/2024	12/31/2025	EACH OCCURRENCE		\$1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE									AGGREGATE		\$1,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION												
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N				N/A	N	9803980	12/31/2024	12/31/2025	<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L EACH ACCIDENT		\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L DISEASE EA EMPLOYEE		\$1,000,000	
										E.L DISEASE POLICY LIMIT		\$1,000,000	

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

**STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA**

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

## CERTIFICATE HOLDER

CITY OF SPOKANE  
808 W SPOKANE FALLS BLVD  
SPOKANE, WA 99201-3333

154 0

## 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

*Nicholas R. Lower*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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



2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

**Date Rec'd**

3/27/2025

**Clerk's File #**

OPR 2025-0336

**Cross Ref #**

**Project #**

2020097

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

ENGINEERING SERVICES

**Bid #**

**Contact Name/Phone**

DAN BULLER 625-6391

**Requisition #**

CR 27491

**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 - CSO TANK REHABILITATION PROJECT

### **Agenda Wording**

Low Bid of DW Excavating, Inc., Davenport, WA, for the Rehabilitation of CSO Facilities (34-3, 34-2, 10) - \$1,246,679.00. An administrative reserve of \$124,667.90, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

### **Summary (Background)**

The CSO remediation program lasted approximately 15 years over which time various discoveries were made on the best design features. The design discoveries were incorporated into CSO tanks constructed at a later date. This project revises three of the tanks constructed early in the program to incorporate better design features as well as address several defects that showed up after the warranty period and, in the process, reduce maintenance costs. Those tanks are located at Ray St/20<sup>th</sup> Ave (outside of the roadway), at Fiske St/Hartson (within and on the south side of Underhill Park) and at Nettleton St/Buckeye Ave (S of TJ Meenach Dr/Northwest Blvd outside the roadway). This project is locally funded. Estimated Cost is \$1,500,000.00.

On April 28, 2025, bids were opened for the above project. The low bid from DW Excavating, Inc., in the amount of \$1,246,679.00, which is \$73,102.00 or 5.5% below the Engineer's Estimate of \$1,319,781.00. Three other bids were received as follows: Halme Construction, Inc – \$1,354,035.00, Inland Infrastructure, LLC – \$1, 499,000.00, and Award Construction, Inc – \$1, 543,348.50

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$1,246,679.000.00	# 4250 43387 94350 56501 14466.	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Sewer Rates			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
N/A			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	BULLER, DAN		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
<b>Contract Signer –</b> Derrek Wilson – <a href="mailto:derrek@dwexcavating.net">derrek@dwexcavating.net</a>			
<a href="mailto:publicworksaccounting@spokanecity.org">publicworksaccounting@spokanecity.org</a>		<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>	
<a href="mailto:tax&amp;licenses@spokanecity.org">tax&amp;licenses@spokanecity.org</a>		dstuder@spokanecity.org	
<a href="mailto:eraea@spokanecity.org">eraea@spokanecity.org</a>			
<a href="mailto:pyoung@spokanecity.org">pyoung@spokanecity.org</a>			



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **REHABILITATION OF CSO FACILITIES (10, 34-2, AND 34-3)**

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 99122, 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 **REHABILITATION OF CSO FACILITIES (10, 34-2, AND 34-3)**.
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. 2020097 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 \$1,246,679.00, 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](http://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.

**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

25-096

## 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 **ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$1,246,679.00)** 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 **REHABILITATION OF CSO FACILITIES (10, 34-2, AND 34-3)**. 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           )  
County of \_\_\_\_\_) ss.

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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 **ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND SIX HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$1,246,679.00)** 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 **REHABILITATION OF CSO FACILITIES (10, 34-2, AND 34-3)**. 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 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> 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	APPRENTICE UTILIZATION	1.00 LS	\$ 4,000.00	\$ 4,000.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 100.00	\$ 100.00
4	POTHOLING	5.00 EA	\$ 510.00	\$ 2,550.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 900.00	\$ 900.00
6	MOBILIZATION	1.00 LS	\$ 111,500.00	\$ 111,500.00
7	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 7,600.00	\$ 7,600.00
8	CLEARING AND GRUBBING	1.00 LS	\$ 13,000.00	\$ 13,000.00
9	TREE ROOT TREATMENT	1.00 EA	\$ 675.00	\$ 675.00
10	TREE PROTECTION ZONE	11.00 EA	\$ 185.00	\$ 2,035.00
11	REMOVE TREE, CLASS I	1.00 EA	\$ 395.00	\$ 395.00
12	REMOVE EXISTING CURB	50.00 LF	\$ 5.28	\$ 264.00
13	SAWCUTTING CURB	2.00 EA	\$ 35.00	\$ 70.00



14	COMMON BORROW INCL. HAUL	50.00 CY	\$	51.00	\$	2,550.00
15	STRUCTURE EXCAVATION CLASS B CSO 10 INCL. HAUL	1.00 LS	\$	23,500.00	\$	23,500.00
16	STRUCTURE EXCAVATION CLASS B CSO 34-2 INCL. HAUL	1.00 LS	\$	29,500.00	\$	29,500.00
17	CTI CHANNEL OVERLAY SLAB CSO 10	1.00 LS	\$	78,000.00	\$	78,000.00
18	CTI CHANNEL REVISIONS CSO 34-2	1.00 LS	\$	61,500.00	\$	61,500.00
19	RELOCATE FLAP CHECK VALVE CSO 34-2	1.00 LS	\$	4,000.00	\$	4,000.00
20	SUMP OVERLAY SLAB CSO 34-2	1.00 LS	\$	66,500.00	\$	66,500.00
21	EXTERIOR ELECTRICAL CABINET CSO 10	1.00 LS	\$	13,500.00	\$	13,500.00
22	SPRAY ON CONCRETE LINING CSO 10	1,120.00 SF	\$	40.00	\$	44,800.00
23	SPRAY ON CONCRETE LINING CSO 34-2	930.00 SF	\$	40.00	\$	37,200.00
24	SEAL ROOF CRACKS CSO 10	375.00 LF	\$	55.00	\$	20,625.00
25	SEAL ROOF CRACKS CSO 34-2	340.00 LF	\$	55.00	\$	18,700.00
26	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,000.00	\$	1,000.00
27	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	6,500.00	\$	6,500.00
28	SANITARY SEWER BYPASSING CSO 10	1.00 LS	\$	24,000.00	\$	24,000.00

29	SANITARY SEWER BYPASSING CSO 34-2	1.00 LS	\$	24,000.00	\$	24,000.00
30	HYDROSELF FLUSHING SYSTEM UP- GRADES	1.00 LS	\$	212,000.00	\$	212,000.00
31	ESC LEAD	1.00 LS	\$	2,000.00	\$	2,000.00
32	PLASTIC COVERING	2,000.00 SY	\$	1.78	\$	3,560.00
33	INLET PROTECTION	3.00 EA	\$	109.00	\$	327.00
34	STABILIZED CONSTRUCTION ENTRANCE	200.00 SY	\$	97.00	\$	19,400.00
35	STREET CLEANING	48.00 HR	\$	408.00	\$	19,584.00
36	SILT FENCE	350.00 LF	\$	8.00	\$	2,800.00
37	WATTLE	575.00 LF	\$	4.00	\$	2,300.00
38	TOPSOIL TYPE A, 1.5 INCH THICK CSO 34-2	425.00 SY	\$	8.00	\$	3,400.00
39	TOPSOIL TYPE A, 4 INCH THICK CSO 34-2	1,400.00 SY	\$	14.00	\$	19,600.00
40	TOPSOIL TYPE A, 2 INCH THICK CSO 34-3	450.00 SY	\$	8.00	\$	3,600.00
41	HYDROSEEDING CSO 10	2,200.00 SY	\$	2.52	\$	5,544.00
42	HYDROSEEDING CSO34-3	460.00 SY	\$	3.40	\$	1,564.00
43	SOD INSTALLATION CSO 34-2	2,500.00 SY	\$	8.11	\$	20,275.00
44	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	380.00 LF	\$	27.00	\$	10,260.00

45	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-2	1.00 LS	\$	5,400.00	\$	5,400.00
46	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-3	1.00 LS	\$	2,900.00	\$	2,900.00
47	CEMENT CONCRETE CURB	50.00 LF	\$	60.00	\$	3,000.00
48	TEMPORARY CONSTRUCTION FENCING	2,200.00 LF	\$	6.00	\$	13,200.00
49	DUAL SWING ARM GATE CSO 34-2	1.00 LS	\$	8,500.00	\$	8,500.00
50	REINFORCED TURF FLEXIBLE POROUS PAVING SYSTEM CSO 34-2	1.00 LS	\$	23,500.00	\$	23,500.00
51	DRIVABLE GRASS FLEXIBLE CONCRETE PAVEMENT SYSTEM RECONSTRUCTION CSO 34-3	1.00 LS	\$	2,800.00	\$	2,800.00
52	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-2	1.00 LS	\$	26,800.00	\$	26,800.00
53	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-3	1.00 LS	\$	26,400.00	\$	26,400.00
54	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-2	1.00 LS	\$	5,500.00	\$	5,500.00
55	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-3	1.00 LS	\$	11,500.00	\$	11,500.00
56	STAIRWAY ACCESS HATCH DRAIN CONNECTION CSO 34-3	1.00 LS	\$	4,400.00	\$	4,400.00
57	ODOR CONTROL DUCT REPAIRS CSO 34-2	1.00 LS	\$	17,600.00	\$	17,600.00
58	ODOR CONTROL DUCT REPAIRS CSO 34-3	1.00 LS	\$	17,500.00	\$	17,500.00
59	SEAL TANK RISER CSO 34-3	1.00 LS	\$	19,000.00	\$	19,000.00

60	SEAL HORIZONTAL TANK WALL PENETRA-TION	1.00 LS	\$	8,000.00	\$	8,000.00
61	ELECTRICAL CONDUIT AND CONDUCTORS CSO 10	1.00 LS	\$	58,000.00	\$	58,000.00
62	OVERHEAD CONDUCTOR POLE CSO 10	1.00 LS	\$	10,500.00	\$	10,500.00
63	LIGHTING INCL POLES AND BASES CSO 10	1.00 LS	\$	26,000.00	\$	26,000.00
64	MISCELLANEOUS ELECTRICAL EQUIPMENT CSO 10	1.00 LS	\$	31,000.00	\$	31,000.00
<b>Schedule A-1 Subtotal</b>					\$	<u>1,246,679.00</u>
<b>Summary of Bid Items</b>				<b>Bid Total</b>	\$	<u>1,246,679.00</u>

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

**Project Number**      **2020097**

**Project Description**      Rehabilitation of CSO Facilities

**Original Date**

4/28/2025 2:24:00 PM

<b>Project Number: 2020097</b>			<b>Engineer's Estimate</b>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Tax Classification**

<b>Schedule 01</b>		Sales tax shall NOT be included in unit prices								
1	APPRENTICE UTILIZATION	1 LS	5,000.00	5,000.00	4,000.00	\$4,000.00	6,000.00	\$6,000.00	2,100.00	\$2,100.00
2	REIMBURSEMENT OF 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	1,200.00	1,200.00	100.00	\$100.00	600.00	\$600.00	1,800.00	\$1,800.00
4	POTHOLING	5 EA	500.00	2,500.00	510.00	\$2,550.00	900.00	\$4,500.00	825.00	\$4,125.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	2,500.00	2,500.00	900.00	\$900.00	6,000.00	\$6,000.00	3,850.00	\$3,850.00
6	MOBILIZATION	1 LS	115,000.00	115,000.00	111,500.00	\$111,500.00	70,000.00	\$70,000.00	145,000.00	\$145,000.00
7	PEDESTRIAN TRAFFIC CONTROL	1 LS	2,500.00	2,500.00	7,600.00	\$7,600.00	7,000.00	\$7,000.00	4,600.00	\$4,600.00
8	CLEARING AND GRUBBING	1 LS	9,600.00	9,600.00	13,000.00	\$13,000.00	40,000.00	\$40,000.00	20,750.00	\$20,750.00
9	TREE ROOT TREATMENT	1 EA	700.00	700.00	675.00	\$675.00	756.00	\$756.00	675.00	\$675.00
10	TREE PROTECTION ZONE	11 EA	300.00	3,300.00	185.00	\$2,035.00	208.00	\$2,288.00	190.00	\$2,090.00
11	REMOVE TREE, CLASS I	1 EA	1,200.00	1,200.00	395.00	\$395.00	450.00	\$450.00	400.00	\$400.00
12	REMOVE EXISTING CURB	50 LF	20.00	1,000.00	5.28	\$264.00	20.00	\$1,000.00	8.00	\$400.00
13	SAWCUTTING CURB	2 EA	120.00	240.00	35.00	\$70.00	65.00	\$130.00	30.00	\$60.00
14	COMMON BORROW INCL. HAUL	50 CY	50.00	2,500.00	51.00	\$2,550.00	50.00	\$2,500.00	60.00	\$3,000.00
15	STRUCTURE EXCAVATION CLASS B CSO 10 INCL. HAUL	1 LS	35,000.00	35,000.00	23,500.00	\$23,500.00	50,000.00	\$50,000.00	49,000.00	\$49,000.00
16	STRUCTURE EXCAVATION CLASS B CSO 34-2 INCL. HAUL	1 LS	37,500.00	37,500.00	29,500.00	\$29,500.00	45,000.00	\$45,000.00	54,849.00	\$54,849.00
17	CTI CHANNEL OVERLAY SLAB CSO 10	1 LS	62,000.00	62,000.00	78,000.00	\$78,000.00	100,000.00	\$100,000.00	69,500.00	\$69,500.00
18	CTI CHANNEL REVISIONS CSO 34-2	1 LS	68,000.00	68,000.00	61,500.00	\$61,500.00	50,000.00	\$50,000.00	155,000.00	\$155,000.00
19	RELOCATE FLAP CHECK VALVE CSO 34-2	1 LS	16,000.00	16,000.00	4,000.00	\$4,000.00	4,000.00	\$4,000.00	9,550.00	\$9,550.00
20	SUMP OVERLAY SLAB CSO 34-2	1 LS	34,000.00	34,000.00	66,500.00	\$66,500.00	60,000.00	\$60,000.00	60,500.00	\$60,500.00
21	EXTERIOR ELECTRICAL CABINET CSO 10	1 LS	21,000.00	21,000.00	13,500.00	\$13,500.00	15,000.00	\$15,000.00	11,500.00	\$11,500.00
22	SPRAY ON CONCRETE LINING CSO 10	1120 SF	12.00	13,440.00	40.00	\$44,800.00	30.00	\$33,600.00	25.00	\$28,000.00
23	SPRAY ON CONCRETE LINING CSO 34-2	930 SF	12.00	11,160.00	40.00	\$37,200.00	30.00	\$27,900.00	25.00	\$23,250.00
24	SEAL ROOF CRACKS CSO 10	375 LF	50.00	18,750.00	55.00	\$20,625.00	60.00	\$22,500.00	37.00	\$13,875.00
25	SEAL ROOF CRACKS CSO 34-2	340 LF	50.00	17,000.00	55.00	\$18,700.00	60.00	\$20,400.00	37.00	\$12,580.00
26	TRENCH SAFETY SYSTEM	1 LS	1,000.00	1,000.00	1,000.00	\$1,000.00	600.00	\$600.00	31,500.00	\$31,500.00
27	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	6,500.00	\$6,500.00	2,500.00	\$2,500.00	4,500.00	\$4,500.00
28	SANITARY SEWER BYPASSING CSO 10	1 LS	95,000.00	95,000.00	24,000.00	\$24,000.00	28,000.00	\$28,000.00	27,100.00	\$27,100.00

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

<b>Project Number: 2020097</b>			<b>Engineer's Estimate</b>		AWARD CONSTRUCTION, INC (Submitted)	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

1	APPRENTICE UTILIZATION	1 LS	5,000.00	5,000.00	2,500.00	\$2,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	2,500.00	\$2,500.00
4	POTHOLING	5 EA	500.00	2,500.00	1,300.00	\$6,500.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	2,500.00	2,500.00	4,500.00	\$4,500.00
6	MOBILIZATION	1 LS	115,000.00	115,000.00	135,000.00	\$135,000.00
7	PEDESTRIAN TRAFFIC CONTROL	1 LS	2,500.00	2,500.00	35,000.00	\$35,000.00
8	CLEARING AND GRUBBING	1 LS	9,600.00	9,600.00	30,000.00	\$30,000.00
9	TREE ROOT TREATMENT	1 EA	700.00	700.00	1,800.00	\$1,800.00
10	TREE PROTECTION ZONE	11 EA	300.00	3,300.00	285.00	\$3,135.00
11	REMOVE TREE, CLASS I	1 EA	1,200.00	1,200.00	2,000.00	\$2,000.00
12	REMOVE EXISTING CURB	50 LF	20.00	1,000.00	9.00	\$450.00
13	SAWCUTTING CURB	2 EA	120.00	240.00	55.00	\$110.00
14	COMMON BORROW INCL. HAUL	50 CY	50.00	2,500.00	120.00	\$6,000.00
15	STRUCTURE EXCAVATION CLASS B CSO 10 INCL. HAUL	1 LS	35,000.00	35,000.00	20,000.00	\$20,000.00
16	STRUCTURE EXCAVATION CLASS B CSO 34-2 INCL. HAUL	1 LS	37,500.00	37,500.00	65,000.00	\$65,000.00
17	CTI CHANNEL OVERLAY SLAB CSO 10	1 LS	62,000.00	62,000.00	76,000.00	\$76,000.00
18	CTI CHANNEL REVISIONS CSO 34-2	1 LS	68,000.00	68,000.00	30,500.00	\$30,500.00
19	RELOCATE FLAP CHECK VALVE CSO 34-2	1 LS	16,000.00	16,000.00	2,500.00	\$2,500.00
20	SUMP OVERLAY SLAB CSO 34-2	1 LS	34,000.00	34,000.00	120,000.00	\$120,000.00
21	EXTERIOR ELECTRICAL CABINET CSO 10	1 LS	21,000.00	21,000.00	26,700.00	\$26,700.00
22	SPRAY ON CONCRETE LINING CSO 10	1120 SF	12.00	13,440.00	45.50	\$50,960.00
23	SPRAY ON CONCRETE LINING CSO 34-2	930 SF	12.00	11,160.00	45.50	\$42,315.00
24	SEAL ROOF CRACKS CSO 10	375 LF	50.00	18,750.00	90.00	\$33,750.00
25	SEAL ROOF CRACKS CSO 34-2	340 LF	50.00	17,000.00	90.00	\$30,600.00
26	TRENCH SAFETY SYSTEM	1 LS	1,000.00	1,000.00	1,900.00	\$1,900.00
27	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	3,000.00	\$3,000.00
28	SANITARY SEWER BYPASSING CSO 10	1 LS	95,000.00	95,000.00	65,000.00	\$65,000.00

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

<b>Project Number: 2020097</b>			<b>Engineer's Estimate</b>		<b>DW EXCAVATING INC (Submitted)</b>		<b>HALME CONSTRUCTION INC (Submitted)</b>		<b>INLAND INFRASTRUCTURE LLC (Submitted)</b>	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
29	SANITARY SEWER BYPASSING CSO 34-2	1 LS	104,500.00	104,500.00	24,000.00	\$24,000.00	32,000.00	\$32,000.00	28,200.00	\$28,200.00
30	HYDROSELF FLUSHING SYSTEM UPGRADES	1 LS	125,000.00	125,000.00	212,000.00	\$212,000.00	205,000.00	\$205,000.00	201,000.00	\$201,000.00
31	ESC LEAD	1 LS	3,000.00	3,000.00	2,000.00	\$2,000.00	600.00	\$600.00	13,000.00	\$13,000.00
32	PLASTIC COVERING	2000 SY	1.00	2,000.00	1.78	\$3,560.00	3.50	\$7,000.00	3.00	\$6,000.00
33	INLET PROTECTION	3 EA	175.00	525.00	109.00	\$327.00	125.00	\$375.00	100.00	\$300.00
34	STABILIZED CONSTRUCTION ENTRANCE	200 SY	60.00	12,000.00	97.00	\$19,400.00	200.00	\$40,000.00	308.00	\$61,600.00
35	STREET CLEANING	48 HR	120.00	5,760.00	408.00	\$19,584.00	175.00	\$8,400.00	320.00	\$15,360.00
36	SILT FENCE	350 LF	10.00	3,500.00	8.00	\$2,800.00	6.00	\$2,100.00	6.00	\$2,100.00
37	WATTLE	575 LF	10.00	5,750.00	4.00	\$2,300.00	6.00	\$3,450.00	6.00	\$3,450.00
38	TOPSOIL TYPE A, 1.5 INCH THICK CSO 34-2	425 SY	8.00	3,400.00	8.00	\$3,400.00	9.00	\$3,825.00	8.00	\$3,400.00
39	TOPSOIL TYPE A, 4 INCH THICK CSO 34-2	1400 SY	15.00	21,000.00	14.00	\$19,600.00	16.00	\$22,400.00	14.00	\$19,600.00
40	TOPSOIL TYPE A, 2 INCH THICK CSO 34-3	450 SY	10.00	4,500.00	8.00	\$3,600.00	9.00	\$4,050.00	8.00	\$3,600.00
41	HYDROSEEDING CSO 10	2200 SY	8.00	17,600.00	2.52	\$5,544.00	4.00	\$8,800.00	2.50	\$5,500.00
42	HYDROSEEDING CSO34-3	460 SY	15.50	7,130.00	3.40	\$1,564.00	5.00	\$2,300.00	3.50	\$1,610.00
43	SOD INSTALLATION CSO 34-2	2500 SY	12.25	30,625.00	8.11	\$20,275.00	12.00	\$30,000.00	8.00	\$20,000.00
44	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	380 LF	55.00	20,900.00	27.00	\$10,260.00	27.00	\$10,260.00	25.00	\$9,500.00
45	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-2	1 LS	40,000.00	40,000.00	5,400.00	\$5,400.00	7,000.00	\$7,000.00	5,500.00	\$5,500.00
46	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-3	1 LS	7,500.00	7,500.00	2,900.00	\$2,900.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00
47	CEMENT CONCRETE CURB	50 LF	70.00	3,500.00	60.00	\$3,000.00	50.00	\$2,500.00	50.00	\$2,500.00
48	TEMPORARY CONSTRUCTION FENCING	2200 LF	12.00	26,400.00	6.00	\$13,200.00	3.75	\$8,250.00	2.25	\$4,950.00
49	DUAL SWING ARM GATE CSO 34-2	1 LS	11,600.00	11,600.00	8,500.00	\$8,500.00	20,000.00	\$20,000.00	18,950.00	\$18,950.00
50	REINFORCED TURF FLEXIBLE POROUS PAVING SYSTEM CSO 34-2	1 LS	48,000.00	48,000.00	23,500.00	\$23,500.00	50,000.00	\$50,000.00	40,000.00	\$40,000.00
51	DRIVABLE GRASS FLEXIBLE CONCRETE PAVEMENT SYSTEM RECONSTRUCTION CSO 34-3	1 LS	9,500.00	9,500.00	2,800.00	\$2,800.00	10,000.00	\$10,000.00	15,000.00	\$15,000.00
52	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-2	1 LS	25,800.00	25,800.00	26,800.00	\$26,800.00	35,000.00	\$35,000.00	28,000.00	\$28,000.00
53	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-3	1 LS	23,500.00	23,500.00	26,400.00	\$26,400.00	30,000.00	\$30,000.00	22,500.00	\$22,500.00
54	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-2	1 LS	9,200.00	9,200.00	5,500.00	\$5,500.00	18,000.00	\$18,000.00	24,500.00	\$24,500.00
55	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-3	1 LS	18,700.00	18,700.00	11,500.00	\$11,500.00	16,000.00	\$16,000.00	20,000.00	\$20,000.00
56	STAIRWAY ACCESS HATCH DRAIN CONNECTION CSO 34-3	1 LS	6,800.00	6,800.00	4,400.00	\$4,400.00	5,000.00	\$5,000.00	28,200.00	\$28,200.00
57	ODOR CONTROL DUCT REPAIRS CSO 34-2	1 LS	11,100.00	11,100.00	17,600.00	\$17,600.00	18,000.00	\$18,000.00	16,500.00	\$16,500.00

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

Project Number: 2020097			Engineer's Estimate		AWARD CONSTRUCTION, INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount
29	SANITARY SEWER BYPASSING CSO 34-2	1 LS	104,500.00	104,500.00	35,000.00	\$35,000.00
30	HYDROSELF FLUSHING SYSTEM UPGRADES	1 LS	125,000.00	125,000.00	190,000.00	\$190,000.00
31	ESC LEAD	1 LS	3,000.00	3,000.00	2,500.00	\$2,500.00
32	PLASTIC COVERING	2000 SY	1.00	2,000.00	4.50	\$9,000.00
33	INLET PROTECTION	3 EA	175.00	525.00	95.00	\$285.00
34	STABILIZED CONSTRUCTION ENTRANCE	200 SY	60.00	12,000.00	40.00	\$8,000.00
35	STREET CLEANING	48 HR	120.00	5,760.00	205.00	\$9,840.00
36	SILT FENCE	350 LF	10.00	3,500.00	8.00	\$2,800.00
37	WATTLE	575 LF	10.00	5,750.00	8.00	\$4,600.00
38	TOPSOIL TYPE A, 1.5 INCH THICK CSO 34-2	425 SY	8.00	3,400.00	3.50	\$1,487.50
39	TOPSOIL TYPE A, 4 INCH THICK CSO 34-2	1400 SY	15.00	21,000.00	9.00	\$12,600.00
40	TOPSOIL TYPE A, 2 INCH THICK CSO 34-3	450 SY	10.00	4,500.00	6.50	\$2,925.00
41	HYDROSEEDING CSO 10	2200 SY	8.00	17,600.00	1.50	\$3,300.00
42	HYDROSEEDING CSO34-3	460 SY	15.50	7,130.00	1.50	\$690.00
43	SOD INSTALLATION CSO 34-2	2500 SY	12.25	30,625.00	10.00	\$25,000.00
44	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	380 LF	55.00	20,900.00	50.00	\$19,000.00
45	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-2	1 LS	40,000.00	40,000.00	15,000.00	\$15,000.00
46	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES CSO 34-3	1 LS	7,500.00	7,500.00	10,000.00	\$10,000.00
47	CEMENT CONCRETE CURB	50 LF	70.00	3,500.00	85.00	\$4,250.00
48	TEMPORARY CONSTRUCTION FENCING	2200 LF	12.00	26,400.00	5.75	\$12,650.00
49	DUAL SWING ARM GATE CSO 34-2	1 LS	11,600.00	11,600.00	15,000.00	\$15,000.00
50	REINFORCED TURF FLEXIBLE POROUS PAVING SYSTEM CSO 34-2	1 LS	48,000.00	48,000.00	50,000.00	\$50,000.00
51	DRIVABLE GRASS FLEXIBLE CONCRETE PAVEMENT SYSTEM RECONSTRUCTION CSO 34-3	1 LS	9,500.00	9,500.00	11,500.00	\$11,500.00
52	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-2	1 LS	25,800.00	25,800.00	20,000.00	\$20,000.00
53	RECONSTRUCT EQUIPMENT ACCESS MANHOLE CSO 34-3	1 LS	23,500.00	23,500.00	24,000.00	\$24,000.00
54	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-2	1 LS	9,200.00	9,200.00	5,000.00	\$5,000.00
55	SEAL ODOR CONTROL UNIT ACCESS HATCH CSO 34-3	1 LS	18,700.00	18,700.00	10,500.00	\$10,500.00
56	STAIRWAY ACCESS HATCH DRAIN CONNECTION CSO 34-3	1 LS	6,800.00	6,800.00	7,200.00	\$7,200.00
57	ODOR CONTROL DUCT REPAIRS CSO 34-2	1 LS	11,100.00	11,100.00	34,000.00	\$34,000.00



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

<i>Project Number: 2020097</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		HALME CONSTRUCTION INC (Submitted)		INLAND INFRASTRUCTURE 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>
58	ODOR CONTROL DUCT REPAIRS CSO 34-3	1 LS	7,400.00	7,400.00	17,500.00	\$17,500.00	16,000.00	\$16,000.00	13,750.00	\$13,750.00
59	SEAL TANK RISER CSO 34-3	1 LS	20,500.00	20,500.00	19,000.00	\$19,000.00	18,000.00	\$18,000.00	11,500.00	\$11,500.00
60	SEAL HORIZONTAL TANK WALL PENETRATION	1 LS	5,900.00	5,900.00	8,000.00	\$8,000.00	3,000.00	\$3,000.00	11,800.00	\$11,800.00
61	ELECTRICAL CONDUIT AND CONDUCTORS CSO 10	1 LS	54,700.00	54,700.00	58,000.00	\$58,000.00	50,000.00	\$50,000.00	44,500.00	\$44,500.00
62	OVERHEAD CONDUCTOR POLE CSO 10	1 LS	10,000.00	10,000.00	10,500.00	\$10,500.00	12,000.00	\$12,000.00	10,750.00	\$10,750.00
63	LIGHTING INCL POLES AND BASES CSO 10	1 LS	17,400.00	17,400.00	26,000.00	\$26,000.00	25,000.00	\$25,000.00	23,150.00	\$23,150.00
64	MISCELLANEOUS ELECTRICAL EQUIPMENT CSO 10	1 LS	16,000.00	16,000.00	31,000.00	\$31,000.00	25,000.00	\$25,000.00	20,175.00	\$20,175.00
<b>Bid Total</b>			<b>\$1,319,781.00</b>		<b>\$1,246,679.00</b>		<b>\$1,354,035.00</b>		<b>\$1,499,000.00</b>	

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

<i>Project Number: 2020097</i>			<i>Engineer's Estimate</i>		AWARD CONSTRUCTION, INC (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>
58	ODOR CONTROL DUCT REPAIRS CSO 34-3	1 LS	7,400.00	7,400.00	13,000.00	\$13,000.00
59	SEAL TANK RISER CSO 34-3	1 LS	20,500.00	20,500.00	34,000.00	\$34,000.00
60	SEAL HORIZONTAL TANK WALL PENETRATION	1 LS	5,900.00	5,900.00	6,800.00	\$6,800.00
61	ELECTRICAL CONDUIT AND CONDUCTORS CSO 10	1 LS	54,700.00	54,700.00	66,700.00	\$66,700.00
62	OVERHEAD CONDUCTOR POLE CSO 10	1 LS	10,000.00	10,000.00	12,000.00	\$12,000.00
63	LIGHTING INCL POLES AND BASES CSO 10	1 LS	17,400.00	17,400.00	32,000.00	\$32,000.00
64	MISCELLANEOUS ELECTRICAL EQUIPMENT CSO 10	1 LS	16,000.00	16,000.00	35,000.00	\$35,000.00
<b>Bid Total</b>			<b>\$1,319,781.00</b>		<b>\$1,543,348.50</b>	

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

	<b>SCHEDULE SUMMARY</b>				
	<b>Sched 1</b>	<b>Sched 2</b>	<b>Sched 3</b>	<b>Sched 4</b>	<b>Total</b>
ENGINEER'S ESTIMATE	1,319,781.00	0.00	0.00	0.00	1,319,781.00
DW EXCAVATING INC(Submitted)	1,246,679.00	0.00	0.00	0.00	1,246,679.00
HALME CONSTRUCTION INC (Submitted)	1,354,035.00	0.00	0.00	0.00	1,354,035.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,499,000.00	0.00	0.00	0.00	1,499,000.00
AWARD CONSTRUCTION, INC(Submitted)	1,543,348.50	0.00	0.00	0.00	1,543,348.50

**Low Bid Contractor:** DW EXCAVATING INC

	<b>Contractor's Bid</b>	<b>Engineer's Estimate</b>	<b>% Variance</b>
<b>Schedule 01</b>	1,246,679.00	1,319,781.00	5.54 % Under Estimate
<b>Schedule 02</b>	0.00	0.00	% Under Estimate
<b>Schedule 03</b>	0.00	0.00	% Under Estimate
<b>Schedule 04</b>	0.00	0.00	% Under Estimate
<b>Bid Totals</b>	<hr/> 1,246,679.00	<hr/> 1,319,781.00	<hr/> 5.54 % 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
<a href="#">Minor Work Permit</a>				<a href="#">Active</a>	Oct-31-2025	Jan-06-2017
<a href="#">Moses Lake General Business - Non-Resident</a>	BL2024-0168			<a href="#">Active</a>	Oct-31-2025	Mar-04-2024
<a href="#">Pasco General Business - Non-Resident</a>	41356			<a href="#">Active</a>	Oct-31-2025	Aug-25-2023
<a href="#">Spokane General Business - Non-Resident</a>				<a href="#">Active</a>	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

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The Business Lookup information is updated nightly. Search date and time: 4/30/2025 8:59:57 AM

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DWEXCAV-01

PCROWLEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2025

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 Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: <b>Cara Longinotti</b>	
	PHONE (A/C, No, Ext): <b>(509) 363-4042</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>Cara.Longinotti@MarshMMA.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Western National Mutual Insurance Company</b>	<b>15377</b>
	INSURER B : <b>Berkley Assurance Company</b>	<b>39462</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED  
  
**DW Excavating Inc.**  
**PO Box 1089**  
**Davenport, WA 99122**

## 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	X	CPP 1371161 00	4/14/2025	4/14/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>WA ND STOP GAP</b> \$ <b>1,000,000</b>
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	X	X	CPP 1368857 00	4/14/2025	4/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X		UMB 1061286 00	4/14/2025	4/14/2026	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution/Prof Liab.			PCXB-5027584-0425	4/14/2025	4/14/2026	Each Occurrence <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project Rehabilitation of CSO Facilities (10,34-2,34-3)

City of Spokane is additional insured if required by written contract. Coverage is primary and non contributory. Waiver of subrogation and per project aggregate applies.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
809 W. Spokane Falls Blvd.  
Spokane, WA 99201-3343

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - CONTRACTORS - OPERATIONS AND COMPLETED OPERATIONS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### 1. Additional Insured - Operations

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**B. With respect to Additional Insured - Operations, coverage is limited as follows:**

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 2. Additional Insured - Completed Operations

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

**B.** With respect to **Additional Insured - Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured - Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

### **3. Primary and Noncontributory**

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

#### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **4. Other Provisions Applicable to Additional Insured - Operations and Additional Insured - Completed Operations**

- A.** The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B.** The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V - Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

**E.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.



## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators .....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception.....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence.....	3
Supplementary Payments - Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day.....	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee.....	4
• Newly Formed Or Acquired Organizations For Up To 180 Days.....	4
• Blanket Additional Insured - Vendors- As Required By Contract.....	4
• Blanket Additional Insured - Lessor Of Leased Equipment.....	6
• Blanket Additional Insured - Managers Or Lessors Of Premises.....	6
• Blanket Additional Insured - State Or Governmental Agency Or Subdivisions Or Political Subdivision - Permits Or Authorizations.....	7
• Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises.....	8
Damage To Premises Rented To You - \$300,000.....	9
Medical Payments Increased Limit - \$10,000 Or Amount Shown on Declarations.....	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended.....	9
• Unintentional Failure To Disclose Hazards.....	9
• Waiver of Subrogation.....	10
Insured Contract Amended.....	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication.....	10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

**SECTION I - COVERAGES AMENDMENTS**

**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**A. Non Owned Aircraft Or Watercraft**

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 50 feet long; and

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

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of "mobile equipment".

## **B. Damage To Property Coverage Extensions**

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III - LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

## **C. Damage To Premises Rented To You**

Item **2. Exclusions**, the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**.

## **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

### **D. Personal And Advertising Injury**

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

## **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

### **E. Supplementary Payments - Coverages A and B**

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

**b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **SECTION II - WHO IS AN INSURED AMENDMENTS**

### **A. Employee Bodily Injury To A Co-Employee**

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of the co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

### **B. Newly Acquired Organizations**

Paragraph **3. a.** is replaced by the following:

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

**C. Blanket Additional Insured - Vendors - As Required By Contract**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:
      - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (2) Any express warranty unauthorized by you;
      - (3) Any physical or chemical change in the product made intentionally by the vendor;
      - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
      - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
      - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
      - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
      - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - (i) The exceptions contained in Subparagraphs (4) or (6); or
        - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  3. This Provision **C.** does not apply:
    - a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
    - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
    - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
  4. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance:**

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

    - a. The minimum amount required by the contract or agreement; or
    - b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

#### **D. Blanket Additional Insured - Lessor Of Leased Equipment**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply: "Bodily injury" or "property damage" arising out of:
- (1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
  - (2) Any express warranty made by the Lessor;
  - (3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
  - (4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
  - (5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**E. Blanket Additional Insured - Managers Or Lessors Of Premises**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

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

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

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

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**F. Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations**

**Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.

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

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

**G. Blanket Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

**Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.



However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

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

- a. The minimum amount required by the contract or agreement; or
  - b. The Limits of Insurance shown in the Declarations;
- whichever is less.

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

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

## **SECTION III - LIMITS OF INSURANCE AMENDMENTS**

### **A. Damage To Premises Rented To You**

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
- a. \$300,000; or
  - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

### **B. Medical Expense Limit**

Paragraph 7. is replaced with the following:

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

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

### A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation; or
  - (4) A member or manager, if you are a limited liability company.

### B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

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

### C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

#### 6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## SECTION V - DEFINITIONS AMENDMENTS

### A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

### B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

PER WRITTEN CONTRACT OR AGREEMENT WHERE YOU AGREED  
TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT FOR  
EACH PROJECT

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:**

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

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

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

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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

whichever is less.

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

## BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT

The Business Auto Enhancement Edge Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to the following endorsement for changes in your policy.

<b>SUMMARY OF COVERAGES</b>	<b>PAGE</b>
Accidental Airbag Deployment Coverage	5
Audio, Visual and Data Electronic Equipment - Limit Amended	5
Auto Loan/Lease Gap Coverage	5
Blanket Additional Insured	3
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	4
Employee Hired Auto	6
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3, 6
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Primary and Noncontributory If Required by a Written Contract or Written Agreement	6
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	3
• Loss of Earnings up to \$500/Day	3
Temporary Substitute Vehicle Physical Damage	2
Towing	3
Transportation Expense Limits - Amended	3
Unintentional Failure to Disclose Hazards	6

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT EDGE ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

#### **SECTION I - COVERED AUTOS COVERAGE AMENDMENTS**

##### **A. Temporary Substitute Vehicle Physical Damage**

**SECTION I - COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If a covered "auto" you own is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss", or
- e. Destruction;

the Physical Damage Coverages provided by the Business Auto Coverage Form for that disabled covered "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" that is out of service.

#### **SECTION II - COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**

##### **A. Who Is An Insured**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an "insured" under any other automobile liability policy or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

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

- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.



**B. Blanket Additional Insured**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c.** is amended to add the following:

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

**C. Liability Coverage Extensions - Supplementary Payments**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Fellow Employee Coverage**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee,** the following is added:

<b>Co-Employee</b>	<b>Lawsuit</b>	<b>Defense</b>	<b>Cost</b>
<b>Reimbursement</b>			

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

**SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS**

**A. Towing**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing,** is amended by adding the following:

**2. Towing**

We will pay up to \$250 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. This \$250 limit is reduced by any applicable towing limit shown in the declarations.

Regardless of the number of disablements, the maximum amount we will pay under this endorsement for all towing and labor costs combined during any one year is \$2,500.

**B. Transportation Expense - Limits Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is amended by replacing \$20 perday/\$600 maximum limit with \$50 per day/\$1,000 maximum.

**C. Hired Auto Physical Damage - Loss Of Use Expenses - Limits Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

**D. Personal Effects Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following:

**c. Personal Effects**

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

**E. Glass Repair - Deductible Waiver**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles,** is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**F. Hired Auto Physical Damage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

**5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

**G. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE COVERAGE A. Coverage,** is amended by adding the following:

**6. Rental Reimbursement**

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
  - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred, or
  - (2) \$50 per day, up to a maximum of \$1,000.

- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

#### **H. Accidental Airbag Deployment Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage** is amended by adding the following:

##### **7. Accidental Airbag Deployment Coverage**

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

#### **I. Auto Loan/Lease Gap Coverage**

**SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage,** is amended by adding the following:

##### **8. Auto Loan/Lease Gap Coverage**

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";

- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Security deposits not returned by the lessor;
- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

#### **J. Audio, Visual and Data Electronic Equipment - Limit Amended**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b.** is amended by replacing the \$1,000 limit with a \$2,500 limit.

### **SECTION IV - BUSINESS AUTO CONDITIONS AMENDMENTS**

#### **A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

#### **B. Blanket Waiver of Subrogation**

**Section IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us,** is amended by adding the following exception:

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

**C. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud,** is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

**D. Employee Hired Auto**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,** paragraph **b.** is deleted and replaced by the following:

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

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

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

**E. Primary and Noncontributory If Required By Written Contract or Written Agreement**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.,** the following is added and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1)** Such "insured" is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II - WHO IS AN INSURED**, Paragraph 3. is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to **Section III - Limits Of Insurance**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or
- b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to **Section IV - Conditions - 5. Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) The order of payment specified by this endorsement only applies to the extent permitted by law.

The following is added to:

#### **SECTION II - LIMITS OF INSURANCE**

For the purposes of this endorsement only, we will not pay more on behalf of the additional insured and the lesser of:

1. The minimum limits of insurance required in a written contract on a primary and non-contributory basis for such additional insured, but only to the extent the required Limits of Insurance are in excess of the "underlying insurance," or
2. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the limit of insurance stated in the Declarations.

Coverage will not be broader than the coverage provided by the underlying insurance listed in the "Schedule of Underlying Coverages."

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PROJECT(S) - AGGREGATE LIMIT**

This endorsement modified insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### **SCHEDULE**

#### **DESIGNATED PROJECT(S)**

AS REQUIRED BY WRITTEN CONTRACT

- A.** The Designated Project Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" in excess of the "retained limit" under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, which can be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above, regardless of the number of:
1. Insureds;
  2. Claims made or "suits" brought; or
  3. Persons or organizations making claims or bringing "suits".
- B.** A separate Designated Project Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.
- C.** The Designated Project Aggregate Limit does not apply to "ultimate net loss" arising out of "bodily injury" or "property damage" included in the "products-completed operations hazard" or arising out of the ownership, maintenance or use of a "covered auto."
- D.** Any payments made under **Paragraph A.** of this endorsement shall reduce the Designated Project Aggregate Limit for that designated "project". Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project Aggregate Limit for any other designated "project" shown in the Schedule above.
- E.** The Each Occurrence limit shown in the Declarations is the most we will pay for "ultimate net loss" in excess of the "retained limit" under **Coverage A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- F.** For all "ultimate net loss" under **COVERAGE A.**, which cannot be attributed solely to ongoing operations at a single designated "project" shown in the Schedule above:
1. Any payments made for "ultimate net loss" under **COVERAGE A.** shall reduce the amount available under the Aggregate Limit; and
  2. Such payments shall not reduce any Designated Project Aggregate Limit.

- G. The "Maximum Annual Aggregate Limit" is the most we will pay for the sum of all "ultimate net loss" under one or more Designated Project Aggregate Limits and Aggregate Limit.
- H. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definitions:
  - 1. "Maximum Annual Aggregate Limit" means an amount equal to two times the Aggregate Limit shown in the policy declarations.
  - 2. "Project" means an area at which you are performing operations pursuant to a contract or agreement, other than any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to you.
- I. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply.





## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

**Date Rec'd**

4/15/2025

**Clerk's File #**

OPR 2024-0436

**Cross Ref #**

RES 2023-0096

**Project #**

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

INTEGRATED CAPITAL

**Bid #**

**Contact Name/Phone**

NATE SULYA 509.625.6988

**Requisition #**

**Contact E-Mail**

NSULYA@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**

4250 – AMENDMENT TO UTILITY PIPE REHABILITATION PROGRAM

### **Agenda Wording**

Amending the contract with SNAP for administration of the Water Sewer Rehab program.

### **Summary (Background)**

This program, previously named the Water and Sewer Rehabilitation Program Administration, will now be called Utility Pipe Rehabilitation Program for this and any future amendments. Council approved the Utility Repair program in November 2023. The program provides low interest loans to qualifying ratepayers with utility related issues (e.g., broken side sewer). Staff intended to return one year later with program revisions. Based on the experience of the first year, staff recommends 3 revisions to the program and amendment to the contract with SNAP. 1.Increase eligibility for the program. The program currently limits eligibility to 80% AMI. We recommend using 150% AMI which reflects more closely the need in the community. 2.Increase eligibility for low AMI and provide for options for repayment. Currently less than 50% AMI can defer payment until sale of the property. We recommend increasing the limit to 80% AMI and allowing optional repayment at 0% interest. 3.Change the contract renewal with SNAP to 12/31/2026 to align with the City's fiscal year. The current contract expires on 5/28/2025, which is in the middle of the construction season.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 2,500,000	
Current Year Cost		\$ 750,000	
Subsequent Year(s) Cost		\$ 500,000/year	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 375,000	#	4250-30210-38141-54201-99999
Expense	\$ 375,000	#	4100-30210-34141-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes – funding comes from collected utility rates.			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Repaid loan funds will be used to fund future years of the program.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA		
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Julie Honekamp, honekamp@snapwa.org		icmworksaccounting@spokanecity.org	
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eraea@spokancity.org			



**City of Spokane**

**CONTRACT AMENDMENT RENEWAL 1 of 4**

Title: **WATER AND SEWER REHABILITATION  
PROGRAM ADMINISTRATION**

This Contract Amendment and Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE NEIGHBORHOOD ACTION PARTNERS (SNAP)**, whose address is 3102 West Whistalks Way, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform the administration of the Water and Sewer Rehabilitation Program, and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals; and

WHEREAS, a change to the first renewal period and revisions to the Scope of Work have been requested, thus, the original Contract needs to be formally amended by this written document.

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated June 18, 2024, 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 and Renewal shall become effective on May 26, 2025 and shall end December 31, 2026.

**3. AMENDMENT.**

The original Contract is hereby amended as follows:

- A. The Parties would like to streamline the renewals periods under this Contract. The first renewal period is from May 26, 2025 to December 31, 2026. All remaining renewal periods shall begin January 1 and end on December 31.
- B. The Scope of Work has been revised and is attached hereto.

**4. COMPENSATION.**

The City shall pay an estimated amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, plus applicable sales tax, for everything furnished and done under this first Contract Renewal. This is the maximum amount to be paid under this Amendment and 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 Amendment and Renewal document.

**5. 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 Amendment and Renewal by having legally-binding representatives affix their signatures below.

**SPOKANE NEIGHBORHOOD ACTION  
PARTNERS**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Certification Regarding Debarment  
Attachment B – Contractor's Revised Scope of Work

**ATTACHMENT 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## Attachment B

### Utility Pipe Rehabilitation Program~~Water and Sewer Rehabilitation Program~~

#### 1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than a low-income property owner can afford, and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these non-publicly maintained utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs. The Washington State Constitution (Article 8 Sec. 10) allows for municipal corporations engaged in the sale or distribution of water, energy, stormwater, or sewer services to provide financial assistance to those who utilize those services for the conservation or more efficient use of water, energy, or stormwater or sewer services.

#### 2. Current Policy

The City has no maintenance or repair obligations for residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

#### 3. Reasons to Connect to the Public System

##### 3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage

disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

### 3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, and the Spokane River, which endangers the public and environment. The Spokane-Valley Rathdrum-Prairie Sole Source Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. Converting septic systems and repairing or replacing the other systems located within the City's service area will help alleviate a possible source of contamination to the drinking water and health hazards that may exist.

### 3.3 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

### 3.4 Benefits City of Spokane

Property owners served by non-municipal utilities Rate payers and customers currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations. Additionally, rehabilitating aging or broken infrastructure has a conservation benefit to the City, leading to more efficient and reliable utility systems which is beneficial to all the city residents and its utility customers and rate payers.

## 4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoriums.

#### **Financial assistance programs are financed by the jurisdiction in several ways:**

- Costs are paid in part or full either for construction or deferring payment.
- Low-interest loans or grants.
- Costs are reimbursed through utility bills.
- Special programs provide financial assistance for low-income property owners.



#### Example programs:

Jurisdiction	Program	Details
Clark Regional Wastewater District (Clark County, WA)	SEP	Cost to connect to sewer 30% deferred if connected within one year; Loan for all new connections: 60 (prime +1.5%) or 120 (prime +3.0%) monthly installments.
Columbus, OH	STEP Loan Program	No-interest loans to cover the two potential costs to the homeowner. The first: the city will defer payment on fees (capacity and frontage) that are normally due at the time of connection; the second: private plumbing costs up to \$10,000. Must hire a licensed sewer contractor.
Fort Wayne, IN	SEP	Connection fee waived; City contributes \$3,200 toward the cost to a contractor; Income-based assistance: the city reduces the assessment on the property.
Martin County, FL	Connect to Protect	Depends on the type of system (Grinder or Vacuum). Grinder – new connection pays \$10,000; reduced to \$8,000 if the homeowner connects within 365 days of the new force main being available. Vacuum – The owner pays a special assessment on the annual property tax bill amortized over 20 years.  Local non-profit lending organization helps reduce loan costs by up to \$1,000.
Tacoma, WA	Septic Amnesty Program	50% reduction in sewer fee up to \$10,000 – property owner must connect within 2 years of sewer becoming available.
	Sewer Conservation Loan Program	Low-interest loan program for repair or replacement of existing (not new) side sewers up to 90%. 2% below prime (min. 4%); \$1k to \$10k. Secured by property lien.
Helena, MT	Service Line Replacement Loan Program	0% interest up to \$15k for SF residential repair or replacement. Term up to 10 years. Water or sewer service lines within 2 ft. of the foundation. (Low income can pay off with the sale or transfer of property). No early payoff penalty. Example Resolution available.
Seattle, WA	Home Repair Loan Program	Low Income; 0% interest. Start at \$3k and a low-income deferred loan.

Pierce County, WA	Residential Side Sewer Conservation Loan Program	Loans may be made for up to 90% of the estimated project cost. The maximum loan amount is \$10,000. The current interest rate on this loan is 2.42%. Loans must be secured by a lien on the project property. Loan repayments are made monthly and are not part of the regular sewer bill.
Philadelphia, PA	Homeowner Emergency Loan Program	0% interest, installment payment loan for the water service line, water supply line, curb trap, main drain and/or sewer lateral, also basement backup prevention program. For emergency or lead service. Repayment added to water bill for 60 months. 0% interest for good standing on payments years. 5% penalty and missed payment penalty.

## 5. City of Spokane's Proposed Program

To assist property owners who need to replace residential utilities, the City of Spokane is proposing a five (5)-year program that will provide financial assistance to property owners [who are City utility customers](#) residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than \$5,000 to greater than \$35,000. This is a new program for the City of Spokane and as such the number of property owners and the associated costs are undetermined. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is expected to be a five (5)-year project, subject to available funding, but may be terminated at any time.

The proposed program contains these elements:

Program Management: This program is recommended to be managed by a qualified third-party [administrator](#).

Program Evaluation: The program will be reviewed and evaluated on an annual basis. The review will evaluate the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria, as determined. This evaluation will be compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program will be to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is recommended. Loan payments will return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Objective eligibility criteria will be established and administered through an Administrative Policy. [Property owner must be connected to City municipal water, sewer and/or storm utility.](#) [Criteria](#) elements may include, without limitation, the requirement of the property owner to

sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

### 5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted up to \$500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

#### Low-interest loans

Property owners may apply for a low-interest loan from this program with an interest rate of 3% with a repayment term of up to 120 months. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment by the property owner. A property owner must enter into a written agreement and agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of, but separate from, the monthly utility bill.

#### Income Based Assistance

Property owners who reside in their homes and whose income and resources are below 50% of the AMI may be eligible for a payment deferral upon the future sale of the property after the project is completed who are at or below the U.S. Department of Housing and Urban Development income threshold for "low income" (80%AMI) are eligible to receive a loan with zero percent interest and/or elect to defer repayment of the loan until a future sale of the property.

Commented [NS1]: HUD AMI calcs: [Income Limits | HUD USER](#). Their methodology is explained therein.

### 5.2 Eligibility Criteria

A set of criteria will be needed to determine if the project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria should be in accordance with public health concerns, public health and environmental protection, ~~and~~ the location of property to available city infrastructure, project complexity, and financial need.

#### Qualifications

The program will be available for property owners who own and live in the home, with an Area Median Income (AMI) of ~~80~~150% or less. And receive City utility services. Additionally, the property must be within the City of Spokane wastewater service area for a sewer related project and within the water service area for a water related project.

### Property

The project must be currently connected to the City of Spokane's water or sewer systems, or in the case of septic systems, be within the City's sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

### Projects

Eligible projects may include, but are not limited to:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs may include, but are not limited to:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes
- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs may include, but are not limited to:

- Property enhancements or renovations unless required by Spokane Municipal Code (e.g., required to connect to newly available sewer)
- ~~New service connections~~ Connections for homes in new development(s)
- New sidewalk outside of the construction area

### 5.3 Process

The proposed process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a city system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.
3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.

7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept.
10. Lien recorded by Legal/Administrator.
11. Loan repayment begins through utility bill.

#### 5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

#### 5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

#### 5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In addition, the flyer will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

## NON PROFIT INSURANCE PROGRAM

### CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).


PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> NPIP / Munich Re. et al.
COVERED PARTY	<b>AUTOMOBILE LIABILITY</b> NPIP / Munich Re. et al.
Spokane Neighborhood Action Partners  3102 West Whistalks Wy Spokane, WA 99224	<b>PROPERTY</b> NPIP / Munich Re. et al.
	<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> NPIP / Munich Re. et al.

#### COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	NPIP242533675	6/1/2024	6/1/2025	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	NPIP242533675	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	NPIP242533675	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	NPIP242533675	6/1/2024	6/1/2025	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Regarding various funding contracts with the City of Spokane. City of Spokane is named as an Additional Covered Party regarding this funding only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.					

**CANCELLATION NOTICE:** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane, Human Services Division 808 W Spokane Falls Blvd Spokane, WA 99201	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/16/2025

**Clerk's File #**

OPR 2025-0327

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

INTEGRATED CAPITAL

**Bid #**

RFQU 6349-25

**Contact Name/Phone**

LORENA (509) 625 - 6894

**Requisition #**

BUDGET

**Contact E-Mail**

LCROUCHER@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**

4250 - SIDEWALK CONDITION ASSESSMENT DATA COLLECTION

**Agenda Wording**

Contract with DeepWalk Research, Inc., to assess sidewalk data with the use of their ADA prioritization software.

**Summary (Background)**

Preliminary program development was reviewed at a Council Study Session on October 17, 2024 (prior to the establishment of the Transportation Commission Subcommittee sessions). At this session, it was recommended to Council to invest the \$500,000 allocation for a sidewalk repair program in tasks related to program/policy design and sidewalk condition assessment data collection. No construction will be conducted with these preliminary funds. Following this recommendation, RFQu 6349-25 was issued to solicit services for sidewalk condition assessment. The RFQu was opened on April 8, 2025, and received three submissions. The firm "Deepwalk" was selected. Deepwalk offers a LiDAR-based software platform that analyzes sidewalk conditions through a smartphone app. A pilot using this technology will be conducted in May 2025, assessing 15 miles of sidewalks (5 miles in each council district). If the pilot proves successful, the remaining sidewalk network will be assessed by intern staff during Summer 2025. Each phase of work (i.e., pilot and full-scale implementation) will be issued as a separate 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, 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**



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 8,450.00 (pilot); full scale cost TBD	
Current Year Cost		\$ 8,450.00	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 8,450.00	# 1380-24100-42300-54201-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
Sidewalk replacement program developed as a result of this work may generate additional revenue and operational costs.			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	DAVIS, MARCIA	<b><u>PURCHASING</u></b>	WAHL, CONNIE
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Brandon Yates, byates@deepwakresearch.com		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		lcroucher@spokanecity.org	
eraea@spokanecity.org			



**City of Spokane**

**PERSONAL SERVICES AGREEMENT**

Title: Sidewalk Condition Assessment Data Collection

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and DEEPWALK RESEARCH, INC., whose address is 620 N LA SALLE DR, CHICAGO, IL 60654-3708, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. DESCRIPTION OF WORK.**

The Company shall perform the following work or services for the City:

SEE ATTACHED PROPOSAL FROM THE COMPANY.

The Company represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

**2. TIME OF COMPLETION.** This Agreement is effective on May 1, 2025 and shall end on December 31, 2025.

**3. COMPENSATION.** The City shall pay the Company an amount not to exceed EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS NO/100 DOLLARS, (\$8,450.00), and applicable tax, as full compensation for the services provided for under in this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

**4. PAYMENT.** The Company shall submit its applications for payment to INTEGRATED CAPITAL MANAGEMENT, 808 W. SPOKANE FALLS BLVD, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

6. **OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

7. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship will be created by this Agreement.

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

10. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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 not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Company's services to be provided under 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 or 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 coverages required by this Agreement, the Company shall furnish an acceptable Certificate of Insurance (COI) to the City at the time the Company returns the signed Agreement.

**11. 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.

**12. BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

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

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

**15. 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.

**16. MISCELLANEOUS PROVISIONS.**

**A. ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

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

- C. **SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

DEEPWALK RESEARCH, INC.	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

APPROVED:	ATTEST:
_____ Assistant City Attorney	_____ City Clerk

Attachments that are part of this Agreement:

Debarment Certificate

DeepWalk Proposal

## ATTACHMENT 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)

### DeepWalk Sidewalk Inspection Software Order Form

<b>Customer:</b> City of Spokane		<b>Contact:</b> Lorena Croucher	
<b>Address:</b> 808 W. Spokane Falls Blvd. Spokane, WA 99201		<b>Phone:</b> (509)625-6894	
		<b>E-Mail:</b> lcroucher@spokanecity.org	
<b>Brief Description:</b> Sales contract for the use of DeepWalk's sidewalk ADA prioritization software by the Customer. Employees of the Customer will collect data on the sidewalk system using DeepWalk's data collection mobile application. DeepWalk will process that data into the below deliverables.			
<b>Deliverables:</b> <div style="display: flex; justify-content: space-between;"> <div>           - Detailed ADA Barrier Reports            - GIS Mapping Layer of Inspection Results         </div> <div>           - Esri ArcGIS Mapping Services            - DeepWalk Web Application Base Package         </div> </div>			
<b>Item:</b>	<b>Quantity:</b>	<b>Unit Price:</b>	<b>Total:</b>
Sidewalk Scanning	15 Miles	\$ 500/Mile	\$7,500
Web Platform Subscription	1 Year	\$825/Year	\$750
Phone Rentals	1 Week	\$200/Week	\$200
			\$8,450
<b>Project Kickoff:</b> TBD		<b>Target Delivery Date:</b> TBD	
<b>Payment Schedule:</b> Billed Monthly from Signature Date based on Percentage Complete			
<b>Payment Terms:</b> Due 30 days after invoice date, 1.5% monthly fee for late payments			
<b>Labor:</b> Labor for data collection is to be provided by the Customer			

### DeepWalk Services Agreement

This SaaS Services Agreement ("Agreement") is entered into on this \_\_\_\_\_ (the "Effective Date") between DeepWalk Research, Inc. with a place of business at 125 S. Clark, Chicago, IL ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**DeepWalk Research Inc.:**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brandon Yates

Name: \_\_\_\_\_

Title: Cofounder/CEO

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1. SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services and Deliverables as outlined in Exhibit A. As part of the registration process, Company will provide an administrative username and password for Customer's Company account.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **3. CONFIDENTIALITY; PROPRIETARY RIGHTS**

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Deliverables listed in the Statement of Work in Exhibit A. Company shall own and retain all right, title and interest in and to (a) all raw data not listed in the Statement of Work in Exhibit A (b)



the Services and Software, all improvements, enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company shall bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **5. TERM AND TERMINATION**

5.1 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment). Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all purchased deliverables available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **6. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **7. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing

activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; AND (B) FOR ANY AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. In claims for money damages, the total amount of recoverable attorneys' fees shall not exceed the net monetary award of the prevailing party. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 180 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

## **10. INSURANCE**

Company shall maintain insurance in full force and effect throughout the term of this Agreement. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of Customer and that any other insurance maintained by Customer is excess and not contributory insurance with the insurance required hereunder. The policy or policies of insurance maintained by the Company shall provide at least the following limits and coverages:

**Commercial General Liability Insurance**

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include contractual liability insurance for the indemnity provided under this Agreement. At a minimum, the following insurance will be carried:

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Rented Premises (each occurrence)	500,000
Medical Expense (Any one person)	5,000

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement.

**Technology & Media Errors and Omissions Liability**

Company shall obtain, at Company's expense, and keep in effect during the term of this Agreement, Technology & Media Errors and Omissions Liability Insurance covering any damages caused by an error, omission or any negligent act. Annual aggregate limit shall not be less than \$2,000,000 per claim.

## **EXHIBIT A**

### **Statement of Work**

#### **Support Services**

The following services will be provided by Company to the Customer throughout the project. These services are available for one (1) year from the project kickoff date.

##### **1. Project Kickoff**

Company will provide the required training, configuration, and software for the project.

###### **a. Account Configuration**

DeepWalk will provide the Customer accounts to access the mobile and web applications

###### **b. Mobile Phone Configuration**

Company will assist the Customer in the mobile phone set up process

###### **c. Data Collector Training**

Company will provide a virtual training session on the data collection process

##### **2. Project Support**

Company will provide technical support throughout the data collection project

###### **a. Technical Support**

Company will be available by phone or email on weekdays from 9am-5pm CST

###### **b. Support Requests**

Company will provide a resolution or a written plan to support requests within 48 hours

###### **c. Mapping Location Updates**

Company will update the mapping system with scan location within one (1) hour of upload

##### **3. Quality Control Processing**

Company will perform its semi-automated quality control process on all deliverables

###### **a. Quality Control Processing**

Company will manually review each deliverable by the target delivery date

###### **b. Re-Scan Requests**

Company will identify scans that are unviable due to data collector or software error

#### **Deliverables**

Company's standard deliverables are included with all inspections. These deliverables can be accessed and downloaded directly from the Company's web application at [app.deepwalkresearch.com](http://app.deepwalkresearch.com) for up to one (1) year from project kickoff. Standard deliverables include:

##### **Sidewalk Access AutoReports:**

A PDF sidewalk accessibility report with the below fields and measurements:

- Clear width violations
- Detectable warning surface status
- Running slope and cross slope violations
- Location and height of vertical discontinuities >1/2"
- Quantity and location of deteriorated concrete
- GPS coordinates
- Accessibility grade
- Annotated aerial imagery

##### **WebApp Online Mapping**

An online map showing inspection results including:

- Links to each AutoReport
- Scan location available within one half (.5) hour of upload
- Access to DeepWalk Web Application Base Package

Mapping File & Esri ArcGIS Integration:

CSV file, Shapefile, or Geodatabase including details of measurement results including:

- Coordinates in WGS 84 Latitude Longitude
- Accessibility grade
- Maximum running slope and cross slope
- Minimum clear width
- Detectable warning surface status
- Area of Deterioration
- Scan ID of AutoReport

Web Platform Subscription:

Available for an additional annual fee: 10% of original scanning rate.

This package includes the continued usage, features, and support of utilizing DeepWalk's web application and maintaining the client's Esri ArcGIS mapping layers.

- Continued Access to Web Platform
- Data Hosting by DeepWalk
- Scan Quality Control
- Continued Training/Support
- Latest Feature Updates

## **EXHIBIT B**

### **Support Terms**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 217-474-0360 or any time by emailing [support@deepwalkresearch.com](mailto:support@deepwalkresearch.com).



# CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)  
04/09/2025

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).

<b>PRODUCER</b> Embroker Insurance Services LLC 5214F Diamond Heights Blvd. Unit #1261 San Francisco, CA, 94131	<b>CONTACT NAME:</b> Julie Noonan <b>PHONE (A/C, No. Ext):</b> (844) 436-2765 <b>E-MAIL ADDRESS:</b> certificates@embroker.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CONTINENTAL CAS CO <b>INSURER B:</b> WESTCHESTER FIRE INS CO <b>INSURER C:</b> EVERSPAN IND INS CO <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20443 10030 16882
<b>INSURED</b> DeepWalk Research Inc. 125 South Clark Street Floor 17 Workbox Suite 2 Chicago, IL, 60603		

**COVERAGES****CERTIFICATE NUMBER:** 02ee3572-1579-11f0-8320-5bb56def86ec**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7038604655	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7038604655	11/03/2024	11/03/2025	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7094961486	11/03/2024	11/03/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71802621	04/21/2024	04/21/2025	<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	Tech E&O/Cyber Liability			EM3EII-AX-001835-01	05/09/2024	05/09/2025	Aggregate 2,000,000
A	Employment Practices Fiduciary Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 10,000
A	Personal And Advertising Injury Liability	Y	Y	7038604655	11/03/2024	11/03/2025	Aggregate 2,000,000

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

CONTINENTAL CAS CO, NAIC# 20443  
Products/Completed Operations - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443  
General Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Occurrence 2,000,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

**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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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

CONTINENTAL CAS CO, NAIC# 20443  
General Liability - 7038604655, 11/03/2024 - 11/03/2025 Aggregate 4,000,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443  
Medical Expense - 7038604655, 11/03/2024 - 11/03/2025 Per Person 10,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443  
Damage to Rented Premises - 7038604655, 11/03/2024 - 11/03/2025 Per Premises 1,000,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

CONTINENTAL CAS CO, NAIC# 20443  
Hired Non Owned Auto Liability - 7038604655, 11/03/2024 - 11/03/2025 Per Accident 1,000,000.00  
Additional Insured: Yes, Waiver Of Subrogation: Yes, Primary Non Contributory: Yes

City of Spokane is included as an Additional Insured on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.

City of Spokane is included as an Additional Insured on a primary non-contributory basis on the General Liability, Auto Liability and Employment Practices Liability policies as per written contract.



[<](#) **Business Lookup****License Information:**[New search](#) [Back to results](#)**Entity name:** DEEPWALK RESEARCH, INC.**Business name:** DEEPWALK**Entity type:** [Profit Corporation](#)**UBI #:** 605-270-956**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 620 N LA SALLE DR  
CHICAGO IL 60654-3708**Mailing address:** 620 N LA SALLE DR  
CHICAGO IL 60654-3708

Excise tax and reseller permit status:

Click here

Secretary of State information:

Click here

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
YATES, BRANDON	

## Registered Trade Names

Registered trade names	Status	First issued
DEEPWALK	Active	Jun-27-2023

The Business Lookup information is updated nightly. Search date and time:  
4/16/2025 9:10:53 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/8/2025

**Clerk's File #**

OPR 2025-0320

**Cross Ref #**

TBD-OPR 11-01

**Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

JON SNYDER 625-6069

**Requisition #****Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

PDILLON

**Sponsoring at Administrators Request**

YES

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

0520 CONTRACT WITH WASHINGTON DOL REGARDING TRANSPORTATION

**Agenda Wording**

Amendment of 2011 interlocal agreement between Spokane Transportation Benefit District and Washington Department of Licensing for collection and processing of Transportation Benefit District Fees

**Summary (Background)**

State law authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction. Spokane established its TBD in 2011. The purpose of the Agreement is to provide terms and conditions under which Department of Licensing administers and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140 and other applicable laws. Since its initial execution, the ILA was amended to confirm the separate a separate federal tax ID number for the TBD. This second amendment is to update the respective contacts for the DOL and the City and to amend the fee collection language. The City's contact information will now list Jon Snyder, the City's Director of Transportation and Sustainability.

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

The TBD ensures city registered drivers are paying into the residential street repair program.

**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?**

Roads are analyzed based on the Pavement Condition Index and slated for timely treatment. People verify the PCI number and the number is updated within a two year period. This informs the effectiveness of the program and a continuous improvement methodology.

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

See response above


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

The TBD is aligned with broader City policies such as our Comprehensive Plan (Complete Streets), City Council initiatives, Neighborhood Plans, and stated Administrative priorities.

**Council Subcommittee Review**

Not applicable

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

 <b>WASHINGTON STATE DEPARTMENT OF LICENSING</b>	<b>CONTRACT AMENDMENT BETWEEN DEPARTMENT OF LICENSING AND CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT (TBD)</b>	<b>DOL Contract No. K2057 Amendment No. 2</b>
<b>Amendment</b>		
<p>The purpose of this amendment is to:</p> <ol style="list-style-type: none"> <li>1. Update DOL Contract Manager, effective immediately;</li> <li>2. Add the following language to the "Fee Collection" section of the contract. <ul style="list-style-type: none"> <li>- "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."</li> </ul> </li> </ol>		
<b>Contractor</b>		
Contract Manager Jon Snyder	(Area code) Telephone (509)625-6069	E-Mail <a href="mailto:jsnyder@spokanecity.org">jsnyder@spokanecity.org</a>
<b>Department of Licensing (DOL)</b>		
Contract Manager Brad DeVol	(Area code) Telephone (360) 634-5131	E-Mail <a href="mailto:bdevol@dol.wa.gov">bdevol@dol.wa.gov</a>
<b>Attachments (when applicable)</b>		
<b>N/A</b>		
<p>The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The parties have executed this Amendment as the later signature dates included below. All other terms and conditions of the original Contract and any subsequent amendments there to remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.</p>		
Contractor  	Department of Licensing  	
Name Abigail M. Martin	Name Evelyne Lloyd	
Title City of Spokane, TBD Administrator	Print Title Assistant Director, Administrative Services Division Department of Licensing	
E-Mail <a href="mailto:ammartin@spokanecity.org">ammartin@spokanecity.org</a>	E-Mail <a href="mailto:ELloyd@dol.wa.gov">ELloyd@dol.wa.gov</a>	
Phone (509) 625-6426	Phone (360) 902-4044	

This Contract is hereby amended as follows:

CONTRACT MANAGEMENT  
Update DOL Contract Manager

The DOL Contract Manager identified on page one (1) of amendment number two (2) is hereby updated to the Contract Manager listed on page one (1) of this amendment.

FEE COLLECTION (page 3)

Add language to the "Fee Collection" section of the contract

A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee.

\*\*\*\*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*



RECEIVED

MAR 25 2011

 ORIGINAL

INTERLOCAL AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF LICENSING  
AND  
CITY OF SPOKANE TRANSPORTATION BENEFIT DISTRICT

Upon execution, this Agreement is entered into by and between Washington State, Department of Licensing (hereinafter called "DOL" or "Department"), and City of Spokane Transportation Benefit District, (hereinafter called Transportation Benefit District "TBD" or "Contractor").

City of Spokane Transportation Benefit District  
Office of the City Council  
7<sup>th</sup> Floor Municipal Bldg  
W. 808 Spokane Falls Blvd  
Spokane, WA 99201

Telephone: 509-625-7738  
FAX: 509-625-7732  
E-Mail: aschenk@spokanecity.org

PURPOSE

Engrossed Substitute House Bill 1858, Chapter 329 Laws 2007, authorizes cities to establish transportation benefit districts (TBD) for the purpose of providing and funding transportation improvements within the TBD's jurisdiction.

The purpose of this Agreement is to provide terms and conditions under which DOL shall administer and collect fees on behalf of the TBD as provided by Agreement, according to RCW 36.73.065, RCW 46.12, RCW 82.80.140, WAC 308-10, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, and all applicable laws, and under the authorization of RCW 39.34 as currently written or hereafter amended.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

DEFINITIONS

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

1. "Administrative and Collection Expenses" means direct and indirect costs associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the IVIPS by TBD (under separate IVIPS Agreement).
2. "Authorized user" means TBD officers, and employees, or any other authorized agent or official of the TBD.
3. "Billing cycle" means the annual vehicle registration renewal.
4. "Confidential Information" means information that requires protection from unauthorized physical and electronic access. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, vehicle owner information, personal information, law enforcement records, agency security data, and banking profiles.

5. "Data" means information which may be confidential contained in the vehicle and/or vessel record provided to Contractor under this Agreement
6. "Data Requests" means requests made for vehicle owner data provided by a Secure Data Transfer (SDT) process, and is provided under a separate agreement, not to include use of the optional Internet Vehicle Information Processing System (IVIPS).
7. "Direct Cost" shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
8. "District" means all the territory within the boundaries of the Transportation Benefit District's jurisdiction establishing the district.
9. "DOL File" means the data file received by DOL from DOR used by DOL as the primary GIS data source to assess TBD fees.
10. "DOR" means Department of Revenue.
11. "GIS" means the Department of Revenue/Geographical Information System.
12. "Indirect Cost" shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by the Director of DOL.
13. "IVIPS" means Internet Vehicle Information Processing System.
14. "Jurisdiction location code" means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from DOR's sales and use tax location code information.
15. "Next billing cycle" means the billing cycle that occurs during the 12<sup>th</sup> month following the current billing cycle. For example, if a renewal is sent for a due date in the month of January 2011, the next billing cycle will be January 2012.
16. "Personal Information" means 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, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.
17. "Subcontractor" means a person or entity not in the employ of the TBD named in this Agreement, but who is performing all or part of those services outlined in this Contract under a separate Agreement with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

#### STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work*, Attachment A, *Vehicles Subject to ESHB 1858*, Attachment B and *Vehicles Not Subject to ESHB 1858*, Attachment C that are attached and incorporated by reference.

PERIOD OF PERFORMANCE

Subject to its other provisions, this Agreement shall begin upon the **date of execution** by the parties and shall **extend through the life of the TBD** as defined in the ordinance establishing the TBD. This Agreement is subject to review by the parties every two years or sooner as necessary to review applicable laws changes that affect this agreement and the provision herein, or as is otherwise required herein.

FEE COLLECTION

Fee collection may not be sooner than six (6) months from the signed and dated Ordinance creating the TBD fee. However, prior to any fee collection the following must occur:

TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in accordance with RCW 46.12.380.
3. Provide DOL with a legible copy of the TBD's signed and dated Ordinance documents and any related documents authorizing a specific fee amount.
4. Provide DOL with the DOR jurisdiction location code that will be used when determining which vehicles are subject to the fee.
5. Provide the TBD designated telephone number that will be printed in the fee notice text on renewal notices for any TBD fee inquiries.

Once Ordinance and contact information are received DOL Shall:

1. Make the necessary changes to add the fee and contact information to renewal notices. The changes may take approximately four (4) to six (6) months before the first fee notification will be printed on renewal notices.
2. Notify the TBD of the date the first renewal notice will contain TBD fees to be collected.

Collection start dates will vary depending on the necessary time required for DOL to establish the TBD fee collection setup. This is, in part, due to DOL's pre-existing billing cycles that require up to four (4) months to allow for changes to the special message in renewal notices and time to mail the notices before the vehicle's expiration date. The TBD fee collection notification may commence on the next scheduled billing cycle, after the collection setup is established and printing vendor notification has been made. The TBD fee will only be charged for vehicles that have an expiration date of the vehicle registration that is due on or after the first month DOL initiates the initial collection of the fee.

EXAMPLE OF BILLING CYCLE:

- If setup is established at least by April 1<sup>st</sup>, the first renewal notices will be mailed in June for vehicles with August expiration dates.
- If setup is established at least by April 15<sup>th</sup>, the first renewal notices will be mailed in July for vehicles with September expiration dates.

EXAMPLE OF WHEN DOL CHARGES THE FEE:

- If DOL starts to collect the fee effective with registrations that are due or become due on or after 9/1/2011, DOL will only charge customers if their vehicle registration expires on or after 9/1/2011 (renewing for 9/1/2012).

- DOL will NOT charge the fee if the customer renews late and the vehicle registration expired before the first month DOL started to collect the fee.
- DOL will charge the fee if the customer establishes a new expiration date for the vehicle registration that is after the month of the first fee collection.

#### PAYMENT/ REIMBURSEMENT

- DOL shall deduct a percentage amount, as provided in RCW 82.80.140, of one percent (1%) of the \$20 (twenty dollar) fee collected for administration and collection expenses incurred.
- DOL shall set up the Vehicle Field System (VFS) to automatically deduct one percent 1% at the time of each transaction.
- The one percent (1%) fee also includes the TBD's optional access to the IVIPS, once an IVIPS agreement is executed.
- DOL shall certify the release of the proceeds to the state treasurer, and the state treasurer shall distribute the proceeds to the TBD on a monthly basis.
- The one percent (1%) fee is a maximum permitted by statute and is based in part upon the costs associated with implementing the administration and collection expenses for the collections for the TBD as one of the first such entities with the state to implement a license tab fee.

#### RECORDS AND DOCUMENTS

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by authorized personnel of either party, the Office of the State Auditor, and other government officials so authorized by law for the period such records are required to be retained according to the Washington State Retention Schedule.

Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties, except as required by law.

#### ASSURANCES

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

#### CONFIDENTIALITY

Each party agrees to maintain the security of and protect all confidential information, data, and records provided directly or indirectly to the TBD by DOL to ensure that such information is safeguarded, used, and disclosed by the TBD in compliance with laws governing such information, data and records. The TBD shall provide right of access to the Department or any of its officers or agents upon reasonable notice, to inspect the system by which the TBD maintains such information.

Should DOL have reason to believe that the TBD is not properly safeguarding, using, or disclosing DOL records, DOL shall take the following approach:

- Provide notice to the TBD that details each issue DOL has determined to be problematic along with a method DOL considers to be appropriate to remedy the issue;
- Provide the TBD at least thirty (30) days to cure such issue, provided, however, that if cure requires the discipline of any employee or subcontractor, the period of cure shall be extended to include any appeal or other process required by law or collective bargaining agreement.
- If the TBD fails to cure to DOL's satisfaction, DOL has the option to terminate dissemination of DOL records and information to the TBD until the TBD provides sufficient security for DOL records. DOL must provide twenty (20) days notice to the TBD that it will terminate dissemination of DOL records;
- If DOL terminates dissemination of records to the TBD, the TBD may seek review by the Dispute Board. Judicial review may be sought in lieu of seeking review of the Dispute Board;
- If the Dispute Board fails to remedy the issue to the TBD and/or DOL's satisfaction, either party may seek judicial review.

#### PUBLIC RECORDS REQUESTS

For any public records request received by the TBD for confidential information, the TBD will coordinate with DOL in an effort to mutually agree upon the information to be disseminated. If the TBD and DOL disagree, the TBD will provide DOL at least ten (10) days in order to allow DOL to seek judicial review as provided under the Public Records Act.

#### Indemnity

- Except as specifically provided in this section, the parties have not agreed to indemnify or hold harmless each other:
- Each party agrees to hold harmless and indemnify the other from any claim, loss or liability arising from or out of the employment or contractual relationship of each parties' employees and subcontractors;
- DOL agrees to bear all costs associated with the resolution of fee payer disputes regarding statutory exemption from license fees and agrees to hold harmless and indemnify the TBD from such costs.
- TBD agrees to bear all costs associated with the resolution of fee payer disputes relating to the formation of the TBD, the levying of any charge or fee on matters relating to the residence of the fee payer or other disputes relating to the location of the vehicle or fee payer, and agrees to hold harmless and indemnify the DOL from such costs.
- The term "cost" as used herein refers to any and all administrative costs, court costs and reasonable attorneys' fees associated with resolution of any claim, loss or liability.

#### INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual consent 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.



MEMORANDUM OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered and dated MOU.

TERMINATION BY LEGISLATIVE ACTION

This Agreement is terminated upon formal action of the State Legislature by enacting statutory prohibition. If this Agreement is terminated, DOL is entitled to payments required under the terms of this Agreement for services rendered prior to termination.

REMEDIES; DISPUTE RESOLUTION

The relationship of the parties is in part defined by statute. In recognition of the parties' relationship and the lack of alternatives for the collection of fee, the parties have established these provisions regarding their respective rights and remedies.

Dispute Resolution

The parties shall attempt to resolve any dispute between the parties regarding the interpretation or performance under this agreement at a staff level. If a party believes the other to be in breach of the agreement, it shall provide written notice of breach to the party via postage paid in the U.S. mail addressed as provided in *Contract Management*, Section. The alleged party in breach shall have ten (10) business days to either cure the breach or refer any dispute to arbitration by the Dispute Board.

The Dispute Board shall attempt to resolve the dispute in the following manner prior to seeking judicial review. Due to the critical nature of the parties statutory obligations, disputes regarding public records shall not be subject to this procedure, except as provided in *Public Records Request* and *Confidentiality* Sections. Additional procedures are provided for alleged breach of confidentiality.

- Each party to this Agreement shall appoint one member to the Dispute Board.
- The members so appointed shall jointly appoint an additional member to the Dispute Board.
- The Dispute Board shall review the facts, Agreement terms, applicable statutes and rules and make a determination.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any other applicable law. The provisions of this Agreement shall be construed to conform to those laws.

Any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Statement of Work; and all Attachments;
3. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

#### WAIVER

Unless the Agreement is amended in writing by an authorized representative of DOL and the TBD, waiver of a default under this Agreement, or failure by DOL or the TBD to exercise its rights shall not:

- be considered a modification or amendment to the Agreement; or
- constitute a waiver of any subsequent default.

#### LIMITATION OF STATE LIABILITY

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

#### SEVERABILITY

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

#### INTERLOCAL AGREEMENT

This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

- This Agreement shall be perpetual unless terminated as herein provided.
- No separate legal or administrative entity is created by this Agreement.
- The cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
- No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.
- This Agreement shall be effective when posted on the website of either the DOL or the jurisdiction in which the TBD has been created in accordance with RCW 39.34.040.

ADDITIONAL CONTACT INFORMATION

TBD has provided DOL with an alternative contact in the event that DOL is unable to contact the TBD Contract Manager and secondary contact is listed below.

Secondary Contact for TBD is:
Michael J. Piccolo, Assistant City Attorney Office of the City Attorney City of Spokane 808 W. Spokane Falls Blvd. 5th Floor, Municipal Bldg. Spokane, WA 99201-3326  Phone: 509-625-6225 FAX: 509-625-6277 E-Mail: <a href="mailto:mpiccolo@spokanecity.org">mpiccolo@spokanecity.org</a>

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Manager for TBD is:	The DOL Contract Manager is:
Andrew Schenk City of Spokane Transportation Benefit District Office of the City Council W. 808 Spokane Falls Blvd 7 <sup>th</sup> Floor Municipal Bldg Spokane, WA 99201  Telephone: 509-625-7738 FAX: 509-625-7732 E-Mail: <a href="mailto:aschenk@spokanecity.org">aschenk@spokanecity.org</a>	Jennifer Dana  Department of Licensing Records and Program Management PO Box 2076 Olympia, WA 98507-2076  Phone: 360-902-3673 FAX: 360-570-7861 E-Mail: <a href="mailto:jedana@dol.wa.gov">jedana@dol.wa.gov</a>



ALL WRITINGS CONTAINED HEREIN

This Agreement consists of thirteen (13) pages including the following attachments:

- A = Statement of Work
- B = Vehicles Subject to the Vehicle Fee under RCW 82.80.140
- C = Vehicle Not Subject to the Vehicle Fee under RCW 82.80.140

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever, with the following exceptions.

1. *Exception #1*- If TBD enters into an IVIPS agreement that is also required to obtain vehicle information. The IVIPS agreement does not null and void this Agreement with TBD, nor does this Agreement null and void the IVIPS Agreement entered into by the TBD.
2. *Exception #2* - If TBD enters into a separate data sharing agreement to obtain vehicle information. The separate data sharing agreement does not null and void this Agreement or the IVIPS Agreement, nor does this Agreement null and void any separate data sharing agreement entered into by the TBD.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

City of Spokane  
Transportation Benefit District

Alexander Joe Shogan, Jr. 3/27/2011  
(Signature) (Date)

Alexander Joe Shogan, Jr. - Chair  
(Print Name & Title)

91-6001280  
(Federal Tax Identification Number or UBI)

State of Washington  
Department of Licensing

Julie Knittle 3-28-11  
Julie Knittle, Assistant Director (Date)

**APPROVED AS TO FORM ONLY**

Signature on file June 1, 2009  
Diane McDaniel.AAG (Date)

**APPROVED AS TO FORM:**

Markel R. Rumb 3/22/11  
Attorney for TBD (Signature) (Date)

Attest: Leri R. Foster  
Spokane City Clerk

**ATTACHMENT A  
STATEMENT OF WORK**

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The Transportation Benefit District (TBD) shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

**FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE**

**RESPONSIBILITIES OF THE TBD**

The TBD shall:

1. Provide DOL with a completed Vehicle/Vessel Disclosure Agreement Application.
2. Enter into the standard IVIPS agreement in order to be provided with access to the optional IVIPS.
3. Provide DOL with a legible copy of the official signed and dated Ordinance that establishes the Transportation Benefit District (TBD) fee.
4. Submit to DOL the TBD phone number to be printed in the fee notice text section on the vehicle license renewal notice.
5. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
6. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
7. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current billing cycle will not be collected by DOL during the current cycle, and that DOL will charge the fee during the next billing cycle if Department of Revenue's (DOR) data is updated, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
8. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
9. Verify boundary and sub boundary information of the TBD against the information provided in the DOR GIS system to ensure an address taxing location code is appropriately identified for fee collection. Notify DOR of any changes to initiate computer-programming updates for proper fee collection, as zip codes are added or changed within the boundary or sub area boundary assignment of the TBD.

**RESPONSIBILITIES OF DOL**

DOL shall:

1. Insert the imposed vehicle fee on the renewal notices for vehicles subject to the fee that are listed in *Vehicles Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment B, and are within the TBD boundary.
2. Not impose the fee for vehicles as defined by law as "Not Subject "to the fee by statute and are listed in *Vehicles Not Subject to the Vehicle Fee under RCW 82.80.140 Table*, Attachment C.

3. Provide standard language on renewal notices to direct customers who have questions regarding the TBD fees to the designated TBD contact telephone number for questions regarding the fee.
4. Use data from the DOL file as the primary source for identification when assessing the fee for a vehicle registered within a TBD area. If the jurisdiction location code is one of the TBD areas, then DOL will apply the charge to the vehicle and notify the owner of the fee by using a paper or electronic renewal notice. If a match cannot be found within the data from the DOL file, then the customer will not be billed the TBD fee. DOL will not use any other data source to determine TBD fee liability.
5. Administer and collect the appropriate annual vehicle fees of up to \$20.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.
6. Retain one percent (1%) of all fees collected in payment for the incurred expenses for the administration and collection of TBD fees and for fees associated with the optional IVIPS agreement deposit and individual inquiries (i.e. each look-up).
7. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's jurisdiction.
8. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOR in error.
9. Not make corrections or issue replacement paper or electronic renewal notices. (The annual vehicle TBD fee will be inserted onto renewal notices for the next billing cycle of that vehicle).
10. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL from DOR for boundary discrepancies.
11. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
12. Provide customers with information on the DOL webpage, which includes contact information for TBD.
13. Provide vehicle licensing Agents, Subagents and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
14. Not be responsible for the timeliness of the state treasurer's monthly distribution of funds.
15. Not be responsible to provide TBD with data requests, except through the optional IVIPS, unless the TBD enters into a separate data sharing agreement pursuant to RCW 46.12. Costs associated with data requests are not included in the one percent (1%) retained for administration and collection expenses pursuant to RCW 82.80.140.
16. If requested provide the TBD with access to IVIPS provided TBD enters in to the standard IVIPS agreement, in order for the TBD to access information sufficient to process refunds and assist in responding to TBD customer inquiries.

**ATTACHMENT B**  
**VEHICLES SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140**

The annual vehicle fee is due for each vehicle subject to license tab fees under RCW 46.16.0621 and for each vehicle subject to gross weight fees under RCW 46.16.070 with an unladen (scale) weight of 6,000 pounds or less.

Vehicles registered with Disabled American Veteran Exemption would be exempt from the tax. The annual vehicle licensing fee applies only when renewing a vehicle registration, and is effective upon the registration renewal date as provided by the Department of Licensing.

The following vehicles are subject to the vehicle licensing fee:

Use Class	Description	What makes it Subject...
CAB	Taxicab	46.16.0621
CMB (powered)	Combination	46.16.070, if scale weight is 6000 pounds or less
COM (powered)	Commercial vehicle	46.16.070, if scale weight is 6000 pounds or less
CYC	Motorcycle	46.16.0621
FIX	Fixed Load vehicle	46.16.070, if scale weight is 6000 pounds or less
F/H, 6 seats or less	For Hire	46.16.0621
F/H, 7 seats or more	For Hire	46.16.070, if scale weight is 6000 pounds or less
H/D	House Moving Dolly	46.16.0621
LOG(powered)	Used Exclusively for hauling logs	46.16.070, if scale weight is 6000 pounds or less
MH	Motor home	46.16.0621
MOB	Mobile Home	46.16.0621(if actually licensed)
PAS	Passenger vehicle	46.16.0621
STA, 6 seats or less	Stage	46.16.0621
STA, 7 seats or more	Stage	46.16.070, if scale weight is 6000 pounds or less
TLR	Private –use trailer (if over 2000 pounds scale weight)	46.16.0621
TOW	Tow truck	46.16.0621
TRK	Truck	46.16.070, if scale weight is 6000 pounds or less
TVL	Travel trailer	46.16.0621

**ATTACHMENT C**  
**VEHICLES NOT SUBJECT TO THE VEHICLE FEE UNDER RCW 82.80.140**

The following vehicles are specifically exempted from the vehicle licensing fee:

- a) Farm tractors or farm vehicles as defined in RCW 46.04.180 and 46.04.181;
- b) Off-road and non highway vehicles as defined in RCW 46.09.020;
- c) Vehicles registered under chapter 46.87 RCW and the international registration plan; and
- d) Snowmobiles as defined in RCW 46.10.010.

The following vehicles are not subject to the vehicle fee:

Use Class	Description	What makes it Subject...
C/G	Converter Gear	Not Licensed
CMB non powered	Trailers	Not subject to license fees
CMP	Campers	Exempt under RCW 46.16.505
COM non powered	Commercial	Licensed under 46.16.085
EX	State, County, City, Indian	Not subject to license fees
FAR	Farm	Exempt per language in bill/law
FCB	Farm Combination	Exempt per language in bill/law
FED	Federally Owned	Not subject to \$30 license fee
FEX	Farm Exempt	Not subject to license fees
H/C (i.e., Antique vehicle)	Horseless Carriage( see specific use class for vehicle type)	Not subject to license fees
LOG (non powered)	Used exclusively for hauling logs	Licensed under 46.16.085
ORV	Off Road Vehicles	Exempt per language in bill/law
PED	Moped	Licensed under 46.16.630
RES	Restored and Collector Vehicles	Not subject to license fees
SCH	Private School	Not subject to license fees
SNO	Snowmobiles	Exempt per language in bill/law
SNX	State, County, City owned snowmobiles	Not subject to license fees
TLR	Personal use trailers, single axle (less than 2,00 pounds scale weight)	Exempt. Licensed under RCW 46.16.086

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/9/2025

**Clerk's File #**

OPR 2025-0332

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #**

PW ITB 6337-25

**Contact Name/Phone**

FRED BROWN 625-6307

**Requisition #**

027461

**Contact E-Mail**

FBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

4320 RPWRF CONSENT SERPENTIX BELT NORTH REPLACEMENT PROJECT

**Agenda Wording**

Consent to award Serpentix Belt North Replacement Project to McClintock & Turk, Spokane, WA. The total cost before tax is \$1,563,075.00 and the contract term is 4/7/2025 to be completed by 2/28/2026.

**Summary (Background)**

PW ITB 6337-25 was issued to procure the Serpentix Belt North Replacement project. McClintock & Turk was selected as the winning contractor. This is a planned replacement of critical plant equipment for the biosolids conveyor system.

**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**

PIES 4/21/2025

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 1,705,314.83	
Current Year Cost		\$ 1,705,314.83	
Subsequent Year(s) Cost		\$ 0	
<b><u>Narrative</u></b>			
This is a CIP planned expense that went out to BID. This is a planned replacement of critical plant equipment.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 1,705,314.83	#	4320.43290.94350.56401.10103
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
N/A			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	ARRINGTON, KYLE	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Ken Patterson ken@mcturk.net		hbarnhart@spokanecity.org	
kkeck@spokanecity.org		mmurray@spokanecity.org	
Tax & Licenses		rpwrfaccounting@spokanecity.org	
tlester@spokanecity.org			





**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **SERPENTIX REPLACEMENT PROJECT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore Street, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to PW ITB (Exhibit B). These contract documents are on file at the Riverside Park Water Reclamation Facility and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on April 7, 2025, and ends on February 28, 2026, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
  - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS (\$1,705,314.83)**, including applicable sales tax, unless modified by a written

amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, via email to: [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org) Attn: Heather Barnhart.. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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.

7. 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.

8. 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.

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

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

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

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

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

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

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

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

11. **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.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

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

for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

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

14. 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.

15. 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.

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

17. 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.

18. 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.

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

20. 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.

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

22. 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.

23. 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](http://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.

24. 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.

25. 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.

26. 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.

27. 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.

28. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor 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 Contractor's employment, the Contractor 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 Contractor from its obligations under this Contract.

**McCLINTOCK & TURK, 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:**  
Exhibit A - Certification Regarding Debarment  
Exhibit B – Response to PW ITB 6337-25  
Payment Bond  
Performance Bond  
25-077

**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**



CITY OF SPOKANE - Riverside Park Water Reclamation Facility

**BID TABULATION**

PW 6337-25 - Purchase and Delivery of the Specified Conveyor, Removal & Disposal of existing conveyor & Install	
	McClintock & Turk
Bid - New Conveyor	906,729.00
Bid Removal and Disposal of existing Conveyor	166,079.00
Bid Install of New Conveyor	490,267.00
Total project Bid	\$1,563,075.00
Tax 9.1%	\$142,239.83
Extended total	\$1,705,314.83

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.

## PAYMENT BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS (\$1,705,314.83)**, plus sales tax if applicable, 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 work and furnish all materials for the **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25. 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 \_\_\_\_\_.

**McCLINTOCK & TURK, INC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

**PERFORMANCE BOND**

We, **McCLINTOCK & TURK, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED FOURTEEN AND 83/100 DOLLARS (\$1,705,314.83)**, plus sales tax if applicable, 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 **Purchase and Delivery of the Specified Conveyor, Removal and Disposal of Existing Conveyor and Installation of Conveyor**, selected via PW ITB 6337-25. 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 \_\_\_\_\_

**McCLINTOCK & TURK, INC.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

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

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## License Information:

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

**Entity name:** MCCLINTOCK & TURK, INC.

**Business name:** MCCLINTOCK & TURK, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 328-040-432

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 516 N SYCAMORE ST  
SPOKANE WA 99202-4625

**Mailing address:** PO BOX 3243  
SPOKANE WA 99220-3243

**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
------------------------------------	-----------	-------	---------	--------	-----------------	---------------------

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Airway Heights General Business - Non-Resident</a>	3291			Active	Aug-31-2025	Jan-04-2019
<a href="#">Cheney General Business - Non-Resident</a>	BUS2010-112			Active	Aug-31-2025	Jan-04-2019
<a href="#">Spokane General Business</a>	T12009987BUS			Active	Aug-31-2025	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>	01045			Active	Aug-31-2025	Feb-09-2004

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
WILLIAMS, DON	
WILLIAMS, RUSSELL	

The Business Lookup information is updated nightly. Search date and time: 11/20/2024 11:30:41 AM

Contact us

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**Check if your browser is supported**





MCCL&amp;TU-01

HHAND

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2024

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

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

PRODUCER <b>Alliant Insurance Services, Inc.</b> 818 W Riverside Ave Ste 800 Spokane, WA 99201	CONTACT NAME: <b>Brian Borden</b>	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: <b>Brian.Borden@Alliant.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  <b>McClintock &amp; Turk Inc.</b> PO Box 3243 Spokane, WA 99202	INSURER A : <b>Charter Oak Fire Insurance Company</b>	<b>25615</b>
	INSURER B : <b>Travelers Indemnity Company</b>	<b>25658</b>
	INSURER C : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
	INSURER D : <b>St. Paul Surplus Lines Insurance Company</b>	<b>30481</b>
	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CO527D3267	10/20/2024	10/20/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<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			8106N702188	10/20/2024	10/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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 \$ <b>10,000</b>			CUP9J533524	10/20/2024	10/20/2025	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
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	CO527D3267	10/20/2024	10/20/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Installation Floater			6603F966473	10/20/2024	10/20/2025	Limit <b>200,000</b>
D	Pollution Liability			ZCC21P92428	7/10/2024	7/10/2025	Limit <b>2,000,000</b>

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

Please note, this certificate cancels and replaces any previous versions that may have been issued.

## CERTIFICATE HOLDER

## CANCELLATION

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



To Whom it May Concern:

Attached please find the requested certificate. To comply with green standards, Alliant will no longer be mailing out hard copies of certificates. Please provide Brian Borden [Brian.Borden@alliant.com](mailto:Brian.Borden@alliant.com) with an email address to send certificates to moving forward.

Thank you.



## **Certificate Disclaimer**

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

### **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/8/2025

**Clerk's File #**

OPR 2025-0321

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

WASTEWATER MANAGEMENT

**Bid #**

RFQU 6259-24

**Contact Name/Phone**

CHRIS 625-4618

**Requisition #****Contact E-Mail**

CPETERSCHMIDT@SPOKANECITY.OR

**Agenda Item Type**

Contract Item

**Council Sponsor(s)**

JBINGLE KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

4320 RPWRF BUILDING EXTERIOR REHAB &amp; IMPROVEMENTS

**Agenda Wording**

Consent to contract with Jacobs Engineering for the building exterior rehabilitation & improvement design services for RPWRF. Term of contract is January 1, 2025 and ends on December 31, 2026.

**Summary (Background)**

Request for Qualifications #6259-24 was issued for the building exterior rehabilitation and improvement design services for RPWRF to procure engineering and architectural services to design the reskinning and reroofing of the process building at RPWRF. This building is multi-story, 30,000 sq.ft., and houses vital processing equipment. The roof and cladding need repair/replacement and this contract will achieve that design.

**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**

PIES



<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 550,000.00	
Current Year Cost		\$ 550,000.00	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
This was planned in the CIP.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 550,000.00	# 4320.43290.94350.56501.10111	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes, CIP funds that have been planned			
<b>Expense Occurrence</b>		N/A	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	GENNETT, RAYLENE	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>	BULLER, DAN		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Lucas Huck, lucas.huck@jacobs.com		hbarnhart@spokanecity.org	
kkeck@spokanecity.org		mmurray@spokanecity.org	
Tax & Licenses		rpwrfaccounting@spokanecity.org	
cwahl@spokanecity.org			



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: REHABILITATION AND IMPROVEMENT  
DESIGN SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JACOBS ENGINEERING GROUP INC.**, whose corporate address is 1999 Bryan Street Suite 3500, Dallas, Texas 75201 and local address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is for the Consultant to provide Exterior Building Rehabilitation and Improvement Design Services for the Riverside Park Water Reclamation Facility, in accordance with RFQu #6259-24; and*

*WHEREAS, the Consultant was selected from RFQu #6259-24.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on January 1, 2025, and ends on December 31, 2026, 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.

Any delays in or failure of performance by the parties, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the parties, as the case may be, including but not limited to, acts of God or the public enemy; epidemic; pandemic; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the parties respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

### 3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in an excerpt and revision to Section 2, Technical Proposal of the Consultant's RFQu No. 6259-24 response dated November 4, 2024, attached as Exhibit B. The Scope of Work will be further defined, and a detailed Scope of Work will be issued as an Amendment to this Agreement prior to the City issuing a Notice to Proceed (NTP).

In the event of a conflict or discrepancy in the RFQu or Exhibit B, this Agreement, supplemented by a future mutually agreed to Detailed Scope of Services, controls. The order of precedence is as follows: 1) Agreement and its associated Amendments – including future Detailed Scope of Services, (2) Exhibit B, (3) RFQu.

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 **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)**, plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

### 5. PAYMENT.

The Consultant shall submit its applications for payment to Riverside Park Water Reclamation Facility, via email to: [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org) Attn: Heather Barnhart. **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. For the avoidance of doubt, in no event shall City fail to make payment on any portion of an invoice which is not in dispute. Only the disputed portion of the invoice may be held in abeyance until resolved between the parties. The parties shall diligently communicate to resolve any disputed portion of an invoice within ten (10) days of notice to Consultant. If Consultant has not received payment within sixty (60) days after it has submitted its invoice, Consultant shall provide ten (10) days written notice of intent to cease performing Services. Consultant will resume its Services when payments have been made current and Consultant's schedule has been adjusted, by amendment, for the time lost due to the suspension.

### 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 Agreement 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.
- K. **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](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625- 6070 to request an exemption status determination.

#### **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.**

To the fullest extent permitted by law, 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 tangible property damage to the proportionate extent caused by the Consultant's negligence or willful misconduct under this Agreement, including reasonable 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 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, 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. Notwithstanding any provision in this Agreement, in no event shall either party be liable to the other party for any indirect damages in connection with 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 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a limit of \$1,000,000 each occurrence and general 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 with respect to the Consultant's negligent services to be provided under this Agreement; and

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

C. **Automobile Liability Insurance** with a combined single limit, of \$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 limit of \$1,000,000 each claim and in the aggregate. This is to cover damages caused by the negligent 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 in coverage that would cause non-compliance with the requirements herein, 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) that meet the insurance requirements herein to the City within ten (10) days of returning the signed Agreement, providing a sample COI before agreement is scheduled for consideration on City Council agenda. The sample COI will state, "SAMPLE" on document. The certificate shall specify the City of Spokane as "Additional Insured" on the General Liability and Automobile Liability insurance policies specifically for Consultant's services under this Agreement, and include the required 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 for their insurance policies.

## **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. City's audit rights shall not apply to any examination of Consultant's fixed rates or percentage multipliers.

#### **14. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant not a fiduciary. 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 subconsultants 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's Project Manager, Project Principal, and Quality Manager are considered essential to the Work. The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons 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. Consultant reserves the right to make any internal corporate assignments to allow Services to be performed by utilizing an affiliate, subsidiary or related company of Consultant that is appropriately licensed to perform the Services.

## **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, principal, or owner) 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, services/deliverables 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 practicing under similar circumstances, in the same location services are performed. The Final Work Product is defined as a stamped, signed work product. Following completion of Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standard and the same is reported to Consultant by City in writing promptly after recognition thereof, Consultant shall, without additional compensation, correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services as soon as reasonably possible after receipt of such report from City. Consultant's guaranties shall not apply when the defect is due to: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by others. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. For any deficiencies in the Services, City shall be restricted to the remedies expressly set forth in this Section, whether asserted on the basis of contract, tort (including negligence) or otherwise. 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. Pre-Existing Materials. During the course of performing its services Consultant may provide or otherwise make available to City its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that Consultant developed or licensed from third parties independent of the services and prior to the Effective Date ("Pre-Existing Jacobs Material"). Consultant shall retain all right, title and interest, including intellectual property rights, in the Pre-Existing Jacobs Material. Subject to the terms and conditions of this Agreement, Consultant hereby grants to City a non-exclusive, non-transferable, royalty-free license to utilize the Pre-Existing Jacobs Material solely for the purpose of City's project.
- B. 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.
- C. 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.
- D. 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. City shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the design documents without written verification, completion, or adaptation by Consultant;

## **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 in compliance with the standard of care, 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.

- F. If the City terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience

## **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 Services, 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, and similar. New Work must be mutually agreed and issued by the City through written Amendment. New Work performed before an authorizing Amendment may not be eligible for payment. For the avoidance of doubt, Consultant shall not begin performing any Services until documented by an executed authorizing Amendment.

Further, the process for such change management shall be as follows. City may, at any time, request changes in the scope of Services for the project. In the event City notifies Consultant of its desire to make a change in the Scope of Services, or the time of performance, Consultant shall, within ten (10) days after receiving such written notice, give City notification of any potential change in the time of performance or cost of performance for the project. Equitable adjustments to time of performance or cost of performance resulting from Scope of Services changes shall be negotiated and upon mutual agreement by the parties, the Agreement shall be modified by a written instrument, signed by both parties, to reflect the changes in such Scope of Services, time of performance and cost of performance. For the avoidance of doubt, if City elects to changes the Scope of Services, Consultant may not begin performing such extra services until such time as a written instrument has been signed by both parties.

## **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. Each party waives its right to jury trial.
- 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. 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 this Agreement and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- K. 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.
- L. No personal liability: No officer, agent or authorized employee of either party 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.
- M. Notices. All notices to be given under this Agreement shall be (i) in writing, (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, (iii) addressed to the party to whom such notice or communication is directed, and at the addresses set forth in the first paragraph. Either party may, by written notice to the other, change the representative or the address to which such notices are to be sent.

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, or (iii) one (1) working day

after such notice or communication is sent by overnight courier.

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.

**JACOBS ENGINEERING GROUP 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 – Consultant's Proposal dated November 4, 2024

24-253d

## 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

## 02 | Technical Proposal

### A. Project Understanding and Approach

#### Project Understanding

The Process Building plays a unique role at the RPWRF. Not only is it critical in the treatment of wastewater by housing solids drying equipment, but it is also one of the first touchpoints that the public has with the plant, which is in a highly visible location along Aubrey L. White Parkway.



*View of the Process Building from Aubrey L. White Parkway, Looking West*

Located in the northwest corner of the RPWRF, the process building contains polymer makedown that is used to thicken the sludge, belt filter presses, and gravity belt thickeners that dry solids from the treatment process, along with solids loadout. The building, which was most recently updated in the 1970s, needs reroofing, reskinning, and updating of the exterior to match the aesthetics of the rest of the RPWRF as documented in the 2006 Aesthetic Master Plan (developed by Jacobs as CH2M).

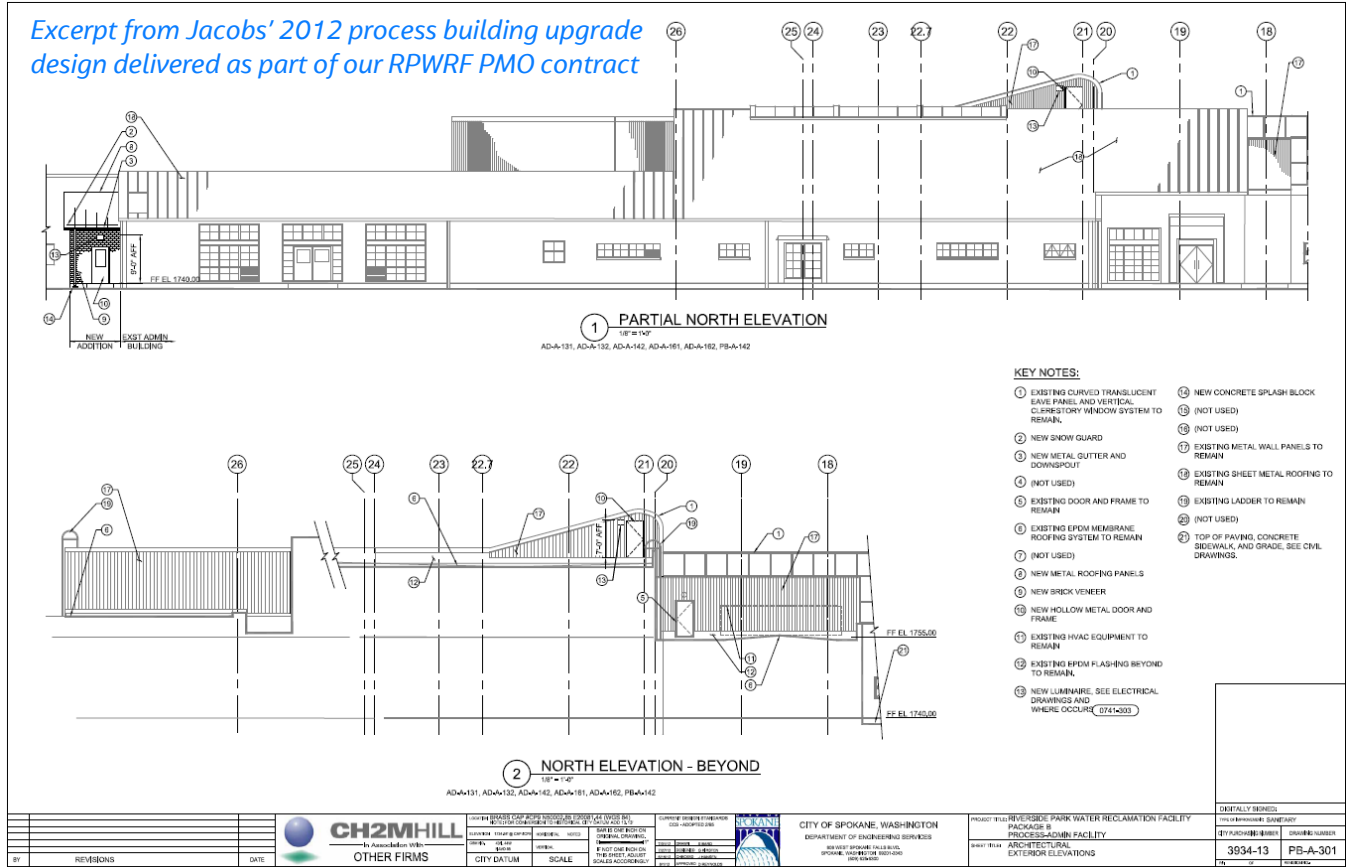
These improvements will help ensure that treatment equipment is protected from the elements and improve the aesthetics of the facility to the public. Given the important role that the Process Building plays in the overall treatment process, **all the equipment located in the building needs to remain operational** during the construction of the improvements.





As part of the RPWRF Program Management Office (PMO) contract, we prepared a design for upgrading the Process Building in 2012 (see excerpt on the next page), which included reroofing, reskinning, and updating the exterior of the building. Our team's architectural lead Geoff Kirsten led the architectural design, which was finalized, but not advanced into construction because of other higher-priority process-related improvements that were needed at the RPWRF.

Excerpt from Jacobs' 2012 process building upgrade design delivered as part of our RPWRF PMO contract



## Approach and Methodology

Our overall approach relies on three key elements:

1. Use the 2012 finalized design as the starting point to avoid reinventing the wheel. Much has changed in the world since 2012, and the prior design would need to be reviewed and updated for changed site conditions, new regulations, new innovations and approach, current needs of operations staff, and other changes that have occurred.
2. Ensure safe and successful facility operations during construction. Our team has an in-depth knowledge of the RPWRF through our 30 years of experience working on the facility with City staff, which gives us a strong understanding of how the construction of the improvements could impact operations. One of the keys to successful operations during construction is to write solid construction constraints and sequencing specifications, which will make it clear to the contractor what equipment needs to be protected and remain in operation, what can be moved, when things must happen in a specific order, and what construction needs to happen during dry weather. Jacobs navigated similar issues during the re-skinning and re-roofing of the headworks building at RPWRF.
3. Design for efficiency and cost-savings. Many of our team members, such as Project Manager Kristen Griebel, Principal-in-Charge Craig Massie, Quality Manager Greta Gilman, Architecture Lead Geoff Kirsten, Structural Lead Sterling Rose, and Visualization Lead Stuart Wagoner, have spent many years working on projects in the RPWRF, which means they understand City preferences, protocols, and how to deliver projects at this facility.

Our approach includes the following top-level tasks, which are described in greater detail in Section B:

1. **Project initiation and kick-off**, which will confirm the purpose and objectives of this project and will include the kick-off meeting and walk-through of the Process Building with the team. This step also includes confirming the guidelines in the Aesthetic Master Plan and how they will apply to the Process Building.
2. **Prepare the Basis of Design Report (BODR)**, which establishes what our team is setting out to design, gives City staff an opportunity for early input on what they like and what they don't like, involves developing draft renderings of the updated Process Building for City input, and will include the list of permits (for example, building permit and electrical trade permit) that will be needed for the project and a timeline for how they will be obtained.
3. **30/60/90/final design phases**, which will include reviews by the City at each milestone, supported by workshops to help expedite resolution of comments and issues.
- ~~4. **Bidding support**, which involves supporting the City with addressing questions from contractors and issuing addenda as needed.~~
- ~~5. **Services during construction (SDC)**, which involves responding to contractor requests for information (RFIs) and other construction phase support.~~

## B. Work Plan

Our work plan is presented in the table below, and is designed to leverage prior work, ensure safe and continuous operations of the RPWRF, and reduce cost. Scope items from the City's RFQu are in **bold**.

Task 1 – Project Initiation, Kick-Off, and Project Management	
Outcomes	<ul style="list-style-type: none"> <li>Confirmation of project outcomes and goals</li> <li>Understanding of roles and responsibilities</li> <li>On-schedule and on-budget delivery of the project</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>Kick-off meeting PowerPoint presentation and meeting summary</li> <li>Monthly invoice packages</li> <li>Project Management Plan (PMP)</li> <li>Issues / Decisions Log</li> <li>Project schedule and regular updates</li> </ul>
Project Manager	Kristen will: <ul style="list-style-type: none"> <li><b>Coordination and facilitate the kick-off meeting</b></li> <li><b>Coordinate the walking tour</b></li> <li>Prepare the PMP</li> <li>Prepare and manage project schedule</li> <li>Develop and update issues / decisions log</li> <li>Review monthly invoice package (prepared by Project Accountant)</li> <li>Facilitate regular internal and City coordination meetings</li> </ul>
Project Principal	Craig will review and provide input on the PMP
Quality Manager	Greta will review and provide input on the PMP
Design Manager	Scott will: <ul style="list-style-type: none"> <li><b>Participate in the kick-off meeting and walking tour</b></li> <li>Review and provide input on the PMP</li> </ul>
Discipline Leads	Discipline leads Sterling, Ryan, John, Geoff, and Stuart will: <ul style="list-style-type: none"> <li><b>Participate in the kick-off meeting and walking tour</b> (except for visualization lead)</li> <li>Review and provide input on the PMP</li> </ul>

Unless otherwise agreed to as part of the Detailed Scope agreement, bidding support and SDC services to be negotiated at a later date as a Supplement to this Agreement



Task 2 – Basic of Design Report (BODR)	
Outcomes	Confirms what the team is setting out to design and confirms City buy-in on design
Deliverables	Draft and final BODR report
Project Manager	Kristen will lead and coordinate the preparation of the BODR
Project Principal	Craig will engage on an as-needed basis to resolve issues
Quality Manager	Greta will lead and oversee the QA/QC process for the BODR
Design Manager	Scott will: <ul style="list-style-type: none"> <li>• Compile historical plans and documents and distribute them to the appropriate team members for review</li> <li>• Support the development of content of the BODR, assisting discipline leads</li> </ul>
Discipline Leads	Discipline leads will: <ul style="list-style-type: none"> <li>• <b>Review historical plans for the building, structure, affected utilities, and operational services</b></li> <li>• Develop content for the BODR for their respective disciplines</li> <li>• <b>Identify needed permits related to their respective disciplines and developing a timeline for obtaining the permits</b></li> <li>• <b>Stuart will prepare artist renderings of the proposed roofing and siding plan options, in close coordination with Architectural Lead Geoff Kirsten</b></li> </ul>
Task 3 – 30/60/90/Final Design	
Outcomes	Increasingly detailed designs with City staff input incorporated at each milestone
Deliverables	30, 60, 90, and final design plans and specifications
Project Manager	Kristen will: <ul style="list-style-type: none"> <li>• Oversee design development</li> <li>• Primary point of contact with the City</li> <li>• Manage scope, schedule, and budget</li> <li>• Issues and change management</li> <li>• Facilitate milestone reviews with the City</li> <li>• <b>Plan construction phasing to allow for continuous plant operation of facilities within the Process Building during the rehabilitation work</b></li> <li>• <b>Coordinate with the City during design address conflicts with utilities</b></li> </ul>
Project Principal	Craig will: <ul style="list-style-type: none"> <li>• Conduct periodic check-ins with the City to gather feedback</li> <li>• Engage with the team as needed to resolve issues</li> <li>• Ensure consistent staffing of the consultant team</li> </ul>
Quality Manager	Greta will lead and implement the QA/QC process, including continuous reviews and milestone reviews
Design Manager	Scott will: <ul style="list-style-type: none"> <li>• Coordinate design work of the various disciplines, ensuring a cohesive and consistent design</li> <li>• <b>Assemble design packages at milestones</b></li> <li>• <b>Apply for and obtain permits as applicable</b></li> </ul>
Discipline Leads	Discipline leads will: <ul style="list-style-type: none"> <li>• <b>Lead the design of their respective disciplines</b></li> <li>• <b>John (Civil and Utilities Lead) will identify and design for impacts to water, sewer, gas, stormwater and other onsite utilities</b></li> <li>• <b>Ryan (Electrical Lead) will identify and design for impacts to electrical utilities</b></li> </ul>

Task 4 – Bidding Support	
Outcomes	Awarded construction contract
Deliverables	<ul style="list-style-type: none"> <li>Contractor question responses</li> <li>Bid addendums</li> <li>Review of contractor bids against contract requirements</li> </ul>
Project Manager	Kristen will: <ul style="list-style-type: none"> <li>Oversee bidding support</li> <li>Primary point of contact with the City</li> <li>Manage scope, schedule, and budget</li> <li>Issues and change management</li> <li><b>Review contractor bids against contract requirements</b></li> </ul>
Project Principal	Craig will: <ul style="list-style-type: none"> <li>Conduct periodic check-ins with the City to gather feedback</li> <li>Engage with the team as needed to resolve issues</li> <li>Ensure consistent staffing of the consultant team</li> </ul>
Quality Manager	Greta will lead and implement the QA/QC process
Design Manager	Scott will: <ul style="list-style-type: none"> <li>Triage, delegate, and ensure completion of support requests during the bidding process</li> <li><b>Monitor to see that permit terms are being met</b></li> </ul>
Discipline Leads	<b>Discipline leads will provide responses to contractor questions and prepare bid addendums</b>
Task 5 – Service During Construction	
Outcomes	Constructed upgrades to the Process Building
Deliverables	Responses to RFIs
Project Manager	Kristen will: <ul style="list-style-type: none"> <li>Oversee support</li> <li>Primary point of contact with the City</li> <li>Manage scope, schedule, and budget</li> <li>Issues and change management</li> <li><b>Coordinate closely with RPWRF staff on impacts and needed modifications for materials storage area, contractor work area, and plant operational impacts</b></li> </ul>
Project Principal	Craig will: <ul style="list-style-type: none"> <li>Conduct periodic check-ins with the City to gather feedback</li> <li>Engage with the team as needed to resolve issues</li> <li>Ensure consistent staffing of the consultant team</li> </ul>
Quality Manager	Greta will lead and implement the QA/QC process
Design Manager	Scott will triage, delegate, and ensure responses to RFIs
Discipline Leads	<b>Discipline leads will provide responses to RFIs</b>

Unless otherwise agreed to as part of the Detailed Scope agreement, bidding support and SDC services to be negotiated at a later date as a Supplement to this Agreement

## Schedule

### Task 0 - Develop Detailed Scope of Services

Task 0.1 - City issues Contract Amendment to include Detailed Scope

Task 0.2 - City issues NTP

Our preliminary project schedule with completion dates for key elements is presented below.

Scope of Work Activity	Duration in Weeks	Completion Date (Assuming NTP on 1/2/2025)
Task 1 – Project Initiation and Project Management	Ongoing throughout project	1/27/2027
Task 1.1 - Kickoff meeting and site walk	Within 5 weeks of NTP	2/10/2025
Task 2 –BODR	8 weeks (+ 2 weeks for City review)	4/7/2025
Task 3 – 30/60/90/Final Design	31 weeks (+2 weeks per deliverable for client review)	12/16/2025
Task 4 – Bidding Support	6 weeks	1/27/2026
Task 5 – Service During Construction	52 weeks (as required for construction schedule)	1/27/2027

## Required Involvement by City Staff

We recognize that City staff have full schedules and plenty of other projects to complete. We also recognize that the City is the long-term owner of this project and needs to have an opportunity to provide input and guidance. Our team's approach strikes a balance between these two considerations by setting up efficient spaces for City input, which includes:

- Submittals of deliverables for City review on their own time, followed by a workshop to gather additional input and confirm the approach to incorporating input.
- Regularly scheduled coordination calls with the City Project Manager to provide updates on status, address issues, and gather input.
- Informal discussion/correspondence with City staff, based on our strong relationships with City staff built through our experience working at the RPWRF for the past three decades. Some issues are most effectively resolved through a quick phone call – our team knows who to reach out to for input on various questions.

## License Information:

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

**Entity name:** JACOBS ENGINEERING GROUP INC.

**Business name:** JACOBS ENGINEERING GROUP INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-008-037

**Business ID:** 001

**Location ID:** 0005

**Location:** Active

**Location address:** 999 W RIVERSIDE AVE  
STE 500  
SPOKANE WA 99201-1005

**Mailing address:** 6312 S FIDDLERS GREEN CIR  
STE 300N  
GREENWOOD VILLAGE CO 80111-4927

**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	Feb-28-2026	Oct-30-2018

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BANGE, SCOTT	
HANBICKI, EDWARD	
HSU, CHIN CHANG (MIKE)	
JOHNSON, JUSTIN	
PRAGADA, ROBERT V.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/8/2025 1:20:54 PM

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\* SAMPLE \*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2025

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

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

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street  Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO  INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306  NAIC # 22667
INSURED Jacobs Engineering Group Inc.  C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA			

## COVERAGES

CERTIFICATE NUMBER: 751858396

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG 1,000,000

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

PROJECT MGR: Kristen Griebel. CONTRACT MGR: Lucas Huck. RE: Design Services, Bid Phase Support, and Construction Support Services for 30,000SF Process Building Re-skin. CONTRACT NUMBER: CDRS #392513 Contract Review. CONTRACT END DATE: 12-31-2026. SECTOR: Public. \*THIS IS A SAMPLE CERTIFICATE ONLY\*. THE ACTUAL CERTIFICATE FOR THE PROPOSED PROJECT WILL COMPLY WITH THE TERMS AND CONDITIONS NEGOTIATED IN THE FINAL CONTRACT, CONSISTENT WITH POLICY TERMS AND CONDITIONS.

## CERTIFICATE HOLDER

City of Spokane  Spokane, WA 99201  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**SUPPLEMENT TO CERTIFICATE OF INSURANCE**

DATE  
04/02/2025

NAME OF INSURED: Jacobs Engineering Group Inc.



## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Consent

**Date Rec'd**

4/10/2025

**Clerk's File #**

OPR 2025-0322

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

**Bid #**

PW ITB 6346-25

**Contact Name/Phone**

RAYLENE 509-625-7901

**Requisition #**

**Contact E-Mail**

RGENNETT@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**

4100 UTILITY CONCRETE REPAIR SERVICES

### **Agenda Wording**

Master contract with Bacon Concrete, Inc. (Spokane, WA) for on-call concrete repair services not to exceed \$500,000.00 Annually.

### **Summary (Background)**

Bid #6346-25 for on-call repair of curbs, sidewalks, driveways, and ADA curb ramps damaged by utility work was issued March 4, 2025. Four (4) bid responses were opened on March 31, 2025. Bacon Concrete, Inc is recommended for business award as the lowest responsive, responsible bidder. This contract will be used by Water and Wastewater Maintenance departments on an as-needed basis and will be valid for an initial three (3) year term with one (1) year renewal option.

**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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 2,000,000.00	
Current Year Cost		\$ 500,000.00	
Subsequent Year(s) Cost		\$ 1,500,000.00	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Revenue	\$ 500,000.00 Annually	#	4100-42420-34148-54854-0110
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
4100-42420-34148-54854-0110			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SAKAMOTO, JAMES	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	BULLER, DAN		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Greg Bacon greg@baconconcrete.com		rrpenaluna@spokanecity.org	
nrussell@spokanecity.org		tprince@spokanecity.org	
tlester@spokanecity.org		rgennett@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Committee Date</b>	4/21/25
<b>Submitting Department</b>	Water & Hydroelectric Services
<b>Contact Name</b>	Raylene Gennett
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> 509-625-7901
<b>Council Sponsor(s)</b>	Wilkerson, Bingle, Klitzke
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	4100 Utility Concrete Repair Services
<b>Proposed Council Action</b>	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<b>Summary (Background)</b> Bid #6346-25 for on-call repair of curbs, sidewalks, driveways, and ADA curb ramps damaged by utility work was issued March 4, 2025. Four (4) bid responses were opened on March 31, 2025. Bacon Concrete, Inc is recommended for business award as the lowest responsive, responsible bidder. This contract will be used by Water and Wastewater Maintenance departments on an as-needed basis and will be valid for an initial three (3) year term with one (1) year renewal option.
<b>Fiscal Impact</b> <b>Approved in current year budget?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$2,000,000.00</u> Current year cost: \$500,000.00 Subsequent year(s) cost: \$1,500,000.00  <b>Narrative:</b> 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  <b>Funding Source</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? 4100-42420-34148-54854-0110  <b>Expense Occurrence</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b> <ul style="list-style-type: none"> <li>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.           </li> </ul>	

- 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.





**City of Spokane**

**PUBLIC WORKS AGREEMENT**

**Title: UTILITY CONCRETE REPAIR  
SERVICES – ON CALL**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington 99208 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

*WHEREAS, the purpose of this Agreement is to provide On-Call, As-Needed Utility Concrete Repair Services for the City of Spokane Water & Hydroelectric Department; and*

*WHEREAS, the Contractor was selected through PW ITB 6346-25 issued by the City of Spokane.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 19, 2025, and ends on May 18, 2028, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor shall provide On-Call, As-Needed Utility Concrete Repair Services for the City of Spokane Water & Hydroelectric Department.

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

**4. COMPENSATION / PAYMENT.**

Total annual compensation for Contractor's services under this unit priced Agreement shall be a maximum amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment City of Spokane Water & Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

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

**6. PREVAILING WAGES.**

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

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

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

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor,

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

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://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.

**8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

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

of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
  - i. Acceptable supplementary Umbrella coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

**11. SUBCONTRACTOR RESPONSIBILITY.**

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

**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUAL.**

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

**18. DEBARMENT AND SUSPENSION.**

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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

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

**20. MISCELLANEOUS PROVISIONS.**

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

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

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

**BACON CONCRETE, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

- Exhibit A – Debarment Certification
- Exhibit B - Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Response to ITB

25-076

## 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



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

## EXHIBIT C

## Bid Response Summary

**Bid Number** PW ITB 6346-25  
**Bid Title** Utility Concrete Repair Services - On-Call Public Works Maintenance  
**Due Date** Monday, March 31, 2025 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Bacon Concrete, Inc.  
**Submitted By** Greg Bacon - Monday, March 31, 2025 9:57:27 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 greg@baconconcrete.com (509) 924-3900

### Comments

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	Bid Point of Contact	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Greg Bacon 509-998-9251 Greg@baconconcrete.com
	Contractor's Representation	The Contractor by making its Bid represents that it has read and understands the specifications.	Yes
	Qualification	Prior to award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	Acknowledged
	Award of Contract	Award of Contract, when made by the City, will be to lowest responsive, responsible bidder based on rates and most favorable service. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged
	Contract Period	The contract(s) that is awarded from this Request for Bids will be a Three (3) year contract with one (1) optional one-year renewal.	I agree and acknowledge
	Contract Renewals	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) one-year options with the total contract period not to exceed one (1) year.	Acknowledged
	Execution of Contract	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	Acknowledged

Guarantee	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Yes
Invoicing	Invoices must be submitted to Water & Hydroelectric Services Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on-site contact that approved services. • Invoices shall reference and list OPR #2025-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to <a href="mailto:wateraccounting@spokanecity.org">wateraccounting@spokanecity.org</a> .	I acknowledge and agree
Invoicing	Awarded Contractor shall apply tax, as applicable, when invoicing. Bidders acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law.	I acknowledge and agree
Payment	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	Agreed
Rejection of Bids	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged
Employees per Job	Please indicate how many employees the contractor feels is standard to perform each job.	4

Contractor Registration	The Contractor must be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged
Completion Time	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
Public Works Requirements		
A.	The work under this contract is classified as routine maintenance under state law.	Acknowledged
1.	A payment/performance bond is NOT required.	Acknowledged
2.	Statutory retainage is NOT required.	Acknowledged
B.	Prevailing Wage	Acknowledged
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged

2.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit Price contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

Acknowledged

C.

Apprenticeship

Acknowledged

1.	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.	Acknowledged
D.	Statement of Intent	Acknowledged
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged
E.	Filing Fees	Acknowledged
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	Acknowledged
F.	Department of Labor and Industries Public Works and Prevailing Wage Training	Acknowledged
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 - Indicate whether you are exempt, have taken the training or have not taken the training.	Acknowledged
G.	Prevailing Wages Multi-Year Contracts and Extensions	Acknowledged

1.	For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.	Acknowledged
Standard Terms & Conditions		
1	Contractor has read and understands the Standard Terms & Conditions Document in the 'Documents' tab.	Yes
Technical Requirements		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Agreed
Performance	PERMITS. The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies.	I acknowledge and agree
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Agreed
Background	The Water & hydroelectric Services department is seeking a contractor to perform utility concrete repairs. There is a backlog of 111 cuts, in combination with additional routine maintenance.	I acknowledge and agree
Scope of Work	Removal and/or replacement of damaged curb and gutter sections, cement concrete curbs, approaches, and ADA curb ramps on an as-needed basis in accordance with these contract provisions and City Standard Specifications.	Agreed



Scope of Work	Complete concrete repair of the specified product within a maximum of thirty (30) calendar days of notice to proceed in accordance with the pricing provided below AND invoice within ten (10) business days of completion.	Agreed
Scope of Work	Responsive completion of emergency services (within twenty-four hours) as priced on the 'Pricing' tab.	Agreed
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof according to the City's preference.	Agreed
Scope of Work	Clean and complete service. Before invoicing, the Contractor shall ensure the service area (property and street) is free from debris. If applicable, temporary asphalt shall be replaced after pouring curb sections.	Agreed
Scope of Work	Removal of forms as soon as possible after concrete is poured and cured.	Agreed
Scope of Work	Attendance of a minimum of one (1) "kick-off" meeting after award determination to meet department contacts and establish project relationships (date/time TBD at City facility TBD*). Additional meetings may be requested to support good communication and facilitate project performance.	Agreed
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	Agreed
Scope of Work	Contractors are expected to be familiar with current WSDOT specifications.	Acknowledged
Scope of Work	Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth in Schedules A & B on the 'Pricing' tab for the actual volume performed. Quantities are contingent on unknown events which may necessitate service to existing or new utilities.	Agreed
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed.	14
Minimum Location Fee	Minimum Location Fee is specified as a physical location OR adjacent location.	I agree and acknowledge

Minimum Location Fee	The "Minimum Location Fee" for both Schedule A & B on the 'Pricing' tab is defined as a curb ten (10) linear feet and smaller, and/or sidewalk/driveway five (5) square yards or smaller, or any combination thereof. Projects in excess of these dimensions should be billed according to the unit pricing for footage actually serviced.	Agreed
Minimum Location Fee	Services requested and/or performed at the same physical address on the same date are subject to a single "Minimum Location Fee". Contractor may not bill multiple "Minimum Location Fees" for services at the same address unless they were requested and performed on different dates.	Acknowledged
Removal of Cold Mix	The removal of cold mix or loose gravel does not qualify for billing under 'Schedule B (Contractor Prepared Sites)' rates. Rates for 'Schedule A (City Prepared Sites)' shall apply whenever existing cured concrete and/or cured asphalt have been cut and removed. Excavation required to form and pour shall not be classified as 'Schedule B (Contractor Prepared Sites)' unless removal of cured asphalt or cured concrete is required.	Agreed
Emergency Service Fee	The "Emergency Service Fee" for both Schedule A & B on the 'Pricing' tab is a short notice fee which may be charged in addition to the "Minimum Location Fee" or the unit price for footage serviced as applicable if services are requested for completion within 24 hours' notice.	Agreed
Background	Bidder has read the verified Utility Cut List Provided in the Documents Tab	Yes
Bid		
Bid Offer	The prices listed on the 'Pricing' tab of this request are tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	Yes
Addenda	Indicate the number of Addenda Contractor has received and accepts, including the requirements added and outlined therein. Note: failure to indicate any and all Addenda issued on this project may result in a 'non-responsive' determination by the City.	1
Withdrawal of Bid	Contractor agrees its Bid will not be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Yes
Subcontractors	Will subcontractors be used on this project?	Yes

Subcontractors	<p>If subcontractors will be used on this project, find the 'Subcontractor List' on the 'Documents' tab and complete and upload it here (all pages must be uploaded as one file). If no subcontractors will be used, skip to the next question.</p>	Sub List.pdf
Contractor Responsibility		
1	Washington State Contractor's Registration No.	BACONCI072L9
2	Contractor's U.B.I. Number	601398658
3	Contractor's Washington Employment Security Department Number	760832005
4	Contractor's Washington Excise Tax Registration Number	601398658
5	Contractor's City of Spokane Business Registration Number	T12011451BUS
Certification of Compliance with Wage Payment Status		
1	<p>Respondent hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, Contractor is not a "willful" violator, as defined by RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	Yes
Pricing		
Evaluating	<p>Quantities when used, are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual quantities may be more or less. Payment would only be made for actual services requested, performed, and accepted.</p>	I acknowledge and agree
Evaluating	<p>The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.</p>	I acknowledge and agree



5	Cement ADA Curb Ramp	Base	Square Yard	1.00	\$150.00	\$150.00
6	Exposed Aggregate Concrete	Base	Square Yard	1.00	\$130.00	\$130.00
7	Emergency Service (completed within 24 hours)	Base	Each	1.00	\$400.00	\$400.00
Schedule B (Contractor Prepared Sites)						
1	Minimum Location Fee	Base	Each	1.00	\$725.00	\$725.00
2	Remove Current Concrete or Asphalt Sidewalk or Driveway	Base	Square Yard	1.00	\$25.00	\$25.00
3	Remove Existing Curb or Asphalt	Base	Square Yard	1.00	\$25.00	\$25.00
4	Cement Concrete Curb	Base	Linear Foot	1.00	\$72.50	\$72.50
5	Cement Concrete Sidewalk	Base	Square Yard	1.00	\$145.00	\$145.00
6	Cement Concrete Driveway	Base	Square Yard	1.00	\$155.00	\$155.00
7	Cement ADA Curb Ramp	Base	Square Yard	1.00	\$150.00	\$150.00
8	Exposed Aggregate Concrete	Base	Square Yard	1.00	\$130.00	\$130.00
9	Emergency Service (Completed within 24 hours)	Base	Each	1.00	\$400.00	\$400.00
<b>Total Base Bid</b>	\$3,605.00					

## SUBCONTRACTOR LIST

PROJECT NAME: Utility Concrete Repair Service

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER Interstate concrete

TYPE OF WORK/BID ITEM Supplier only

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. INTERCC137RU

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

CONTRACTOR/SUPPLIER \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Utility concrete Repair Services

Other cost would be cold weather protection if needed. Cold weather protection would add an additional 400.00 per site.



< Business Lookup

## License Information:

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

**Entity name:** BACON CONCRETE, INC.

**Business name:** BACON CONCRETE, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-398-658

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750

**Mailing address:** 16510 N BRANNON LN  
SPOKANE WA 99208-8750





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

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

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Jun-30-2025	Nov-04-2011
Spokane General Business - Non-Resident	T12011451BL			Active	Jun-30-2025	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2025	Apr-13-2005

## Owners and officers on file with the Department of Revenue

Owners and officers	Title
BACON, GREG	
BACON, SHELLY	

The Business Lookup information is updated nightly. Search date and time: 4/4/2025 10:18:26 AM



**Contact us**

How are we doing?

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Don't see what you expected?

**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2024

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

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

PRODUCER  
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE  
(A/C, No, Ext): 888-333-4949

FAX  
(A/C, No): 507-446-4664

E-MAIL  
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
BACON CONCRETE INC  
16510 N BRANNON LN  
SPOKANE, WA 99208-8750

## COVERAGES

CERTIFICATE NUMBER: 154

REVISION NUMBER: 0

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				Y	N	9803980	12/31/2024	12/31/2025	EACH OCCURRENCE		\$1,000,000			
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000			
	<input type="checkbox"/>										MED EXP (Any one person)		EXCLUDED			
	<input type="checkbox"/>										PERSONAL & ADV INJURY		\$1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE						\$2,000,000					
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>						LOC	PRODUCTS & COMP/OP ACC		\$2,000,000		
	<input type="checkbox"/>	OTHER:														
A	AUTOMOBILE LIABILITY				N	N	9803980	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)		\$1,000,000				
	<input checked="" type="checkbox"/>	ANY AUTO								BODILY INJURY (Per Person)						
	<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per Accident)						
	<input type="checkbox"/>	HIRED AUTOS OWNLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)						
	<input type="checkbox"/>															
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR		N	N	9803982	12/31/2024	12/31/2025	EACH OCCURRENCE		\$1,000,000		
	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE		AGGREGATE						\$1,000,000				
	DED		RETENTION													
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				Y/N		N/A	N	9803980	12/31/2024	12/31/2025	<input type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)											E.L EACH ACCIDENT		\$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L DISEASE EA EMPLOYEE		\$1,000,000		
												E.L DISEASE POLICY LIMIT		\$1,000,000		

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

**STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA**

**THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.**

## CERTIFICATE HOLDER

CITY OF SPOKANE  
808 W SPOKANE FALLS BLVD  
SPOKANE, WA 99201-3333

154 0

## 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

*Nicholas R. Lower*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ITB 6346-25 Utility Concrete Repair Services							
Reference Number	Description	UOM	Quantity	Bacon Concrete, Inc.	Five Star Concrete, Inc	Wm. Winkler Company	Dundee Concrete & Landscaping
Schedule A (City Prepared Sites)							
1	Minimum Location Fee	Each	1	\$725.00	\$2,500.00	\$750.00	\$3,200.00
2	Cement Concrete Curb	Linear Foot	1	\$72.50	\$48.00	\$125.00	\$120.00
3	Cement Concrete Sidewalk	Square Yard	1	\$145.00	\$81.00	\$100.00	\$280.00
4	Cement Concrete Driveway	Square Yard	1	\$155.00	\$94.50	\$115.00	\$250.00
5	Cement ADA Curb Ramp	Square Yard	1	\$150.00	\$108.00	\$205.00	\$300.00
6	Exposed Aggregate Concrete	Square Yard	1	\$130.00	\$108.00	\$165.00	\$370.00
7	Emergency Service (completed within 24 hours)	Each	1	\$400.00	\$1,500.00	\$3,175.00	\$1,500.00
				\$1,777.50	\$4,439.50	\$4,635.00	\$6,020.00
Schedule B (Contractor Prepared Sites)							
1	Minimum Location Fee	Each	1	\$725.00	\$2,500.00	\$1,675.00	\$4,800.00
2	Remove Current Concrete or Asphalt Sidewalk or Driveway	Square Yard	1	\$25.00	\$45.00	\$65.00	\$125.00
3	Remove Existing Curb or Asphalt	Square Yard	1	\$25.00	\$45.00	\$65.00	\$125.00
4	Cement Concrete Curb	Linear Foot	1	\$72.50	\$48.00	\$178.00	\$145.00

5	Cement Concrete Sidewalk	Square Yard	1	\$145.00	\$81.00	\$115.00	\$340.00
6	Cement Concrete Driveway	Square Yard	1	\$155.00	\$94.50	\$130.00	\$320.00
7	Cement ADA Curb Ramp	Square Yard	1	\$150.00	\$108.00	\$310.00	\$330.00
8	Exposed Aggregate Concrete	Square Yard	1	\$130.00	\$108.00	\$170.00	\$400.00
9	Emergency Service (Completed within 24 hours)	Each	1	\$400.00	\$1,500.00	\$4,750.00	\$1,500.00
				\$1,827.50	\$4,529.50	\$7,458.00	\$8,085.00
Total Extended				\$3,605.00	\$8,969.00	\$12,093.00	\$14,105.00

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

5/5/2025

**Clerk's File #**

CPR 2025-0002

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

ACCOUNTING &amp; 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-2025 THRU 5-2-2025

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 05/02/2025. Total \$8,474,244.79 with Parks & Library Claims being approved by their respective boards. Claims excluding Parks & Library Total \$8,029,830.05.

**Summary (Background)**

Pages 1-38 Check numbers: 610618 - 610784 Credit Card numbers: 001482 - 001511 ACH payment numbers: 140327 - 140594 On file for review in City Clerks Office: 38 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**

<b>Fiscal Impact</b>			
Approved in Current Year Budget?			
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 8,029,830.05	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<u>Dept Head</u>	BAIRD, CHRISTI		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<b>Distribution List</b>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 18

APPROVAL FUND SUMMARY

DATE: 05/05/25  
TIME: 06:46  
PAGE: 1

FUND	FUND NAME	AMOUNT
----	-----	-----
0100	GENERAL FUND	674,313.72
1100	STREET FUND	78,234.24
1200	CODE ENFORCEMENT FUND	19,077.64
1300	LIBRARY FUND	52,804.50
1360	MISCELLANEOUS GRANTS FUND	224.45
1380	TRAFFIC CALMING MEASURES	6,451.59
1390	URBAN FORESTRY FUND	618.24
1400	PARKS AND RECREATION FUND	81,052.46
1425	AMERICAN RESCUE PLAN	105,427.34
1440	FIRE GRANTS MISCELLANEOUS	0.00
1460	PARKING METER REVENUE FUND	10,915.01
1560	FORFEITURES & CONTRIBUTION FND	9,802.12
1590	HOTEL/MOTEL TAX FUND	10,000.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	73,598.91
1640	COMMUNICATIONS BLDG M&O FUND	4,001.33
1680	CD/HS OPERATIONS	14,960.74
1910	CRIMINAL JUSTICE ASSISTANCE FD	3,188.00
1970	FIRE/EMS FUND	179,664.69
3160	GENERAL CAPITAL IMPROVEMENTS	40,725.41
3200	ARTERIAL STREET FUND	37,078.84
4100	WATER DIVISION	471,194.37
4250	INTEGRATED CAPITAL MANAGEMENT	253,877.95
4300	SEWER FUND	269,630.31
4480	SOLID WASTE FUND	505,018.68
4600	GOLF FUND	11,519.11
4700	DEVELOPMENT SVCS CENTER	47,061.02
5100	FLEET SERVICES FUND	206,737.50
5200	PUBLIC WORKS AND UTILITIES	12,988.24
5300	IT FUND	706,320.31
5400	REPROGRAPHICS FUND	544.44
5500	PURCHASING & STORES FUND	6,680.49
5600	ACCOUNTING SERVICES	25,702.57
5700	MY SPOKANE	7,624.87
5750	OFFICE OF PERFORMANCE MGMT	5,651.93
5800	RISK MANAGEMENT FUND	108,285.29
5810	WORKERS' COMPENSATION FUND	761.33
5820	UNEMPLOYMENT COMPENSATION FUND	80.55
5830	EMPLOYEES BENEFITS FUND	779,080.74
5900	FACILITIES MANAGEMENT FUND OPS	60,683.64
5903	PROPERTY ACQUISITION FIRE	17,442.18
5904	FACILITIES CAPITAL	1,500.00
6060	EMPLOYEES' RETIREMENT FUND	2,753.68
6070	FIREFIGHTERS' PENSION FUND	17,360.65
6080	POLICE PENSION FUND	26,440.49
6230	BUILDING CODE RECORDS MGMT	4,836.50
6250	MUNICIPAL COURT	73,532.08
6255	LAW ENFORCEMENT RECORDS MGMT	6,922.50
6960	SALARY CLEARING FUND NEW	2,798,763.05
TOTAL:		7,831,133.70

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 18

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 05/05/25  
 TIME: 06:47  
 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,297.68		442.99
00610618	ABADAN REPROGRAPHICS	21,279.11		
00610619	ABC LEGAL HOLDINGS LLC	133.56		
00610620	CAREER PATH SERVICES	15,852.93		
00610621	CASCADE ENGINEERING INC	51,114.45		
00610622	CENTURYLINK	145.74		
00610623	COMCAST	4,375.52		
00610624	WATERCO OF THE PACIFIC NORTH	139.59		
00610625	DETECTION INSTRUMENTS CORP	916.44		
00610626	FEHR & PEERS	1,060.00		
00610627	THE FIG TREE/SPOKANE	500.00		
00610628	GOVERNMENTJOBS COM INC	168,611.63		
00610629	TAISIA MOGA	577.50		
00610630	ABC LEGAL HOLDINGS LLC	481.24		
00610631	ALCOBRA METALS INC	1,627.71		
00610632	AT&T MOBILITY	6,568.94		
00610633	CAMP AUTOMOTIVE INC	8,499.92		
00610634	CENTURYLINK	562.32		
00610635	COMCAST	194.44		
00610636	DAVID FISCHER	75.00		
00610637	LENNAR NORTHWEST LLC	49.31		
00610638	LENNAR NORTHWEST LLC	71.11		
00610639	LENNAR NORTHWEST LLC	32.00		
00610640	LENNAR NORTHWEST LLC	93.17		
00610641	LENNAR NORTHWEST LLC	46.86		
00610642	QUADIENT FINANCE USA INC	139.17		
00610643	UNITED RENTALS NW INC	1,949.62		
00610644	WALTER E NELSON CO	176.30		
00610645	BALL HORTICULTURAL CO			731.98
00610646	LISA BROWN	525.00		
00610647	CENTURYLINK	774.46		
00610648	CH2M HILL ENGINEERS INC	21,861.08		
00610649	COMCAST	226.07		
00610650	KENNETH C BECK	145.00		
00610651	GEE AUTOMOTIVE LIBERTY LAKE	75,234.43		
00610652	ELDRIDGE BUILDING LLC	38.00		
00610653	SPOKANE PORTLAND & SEATTLE L	19.00		
00610654	AVENUE29 LLC	2,811.01		
00610655	B&B BROTHERS CONSTRUCTION	655.00		
00610656	THE BARTON BOYS LLC	0.86		
00610657	JENNIFER M MONTAGUE	15.00		
00610658	NORTHWEST CATERING &	549.50		
00610659	KEVIN NORQUIST	45.00		
00610660	JESSICA HERMENEGILDO	20.00		
00610661	2FL ENTERPRISES LLC	227.90		
00610662	HOLLIDAY ENTERPRISES JR LLC	30.00		
00610663	RIGHT NOW HEATING AND COOLIN	31.78		
00610664	GARY RANDOLPH AND LAURA BREK	25.00		
00610665	KARYN KYLLO	250.00		
00610666	JON OLIVERI	550.00		
00610667	POINTE PEST CONTROL	245.48		
00610668	ORKIN	136.25		
00610669	ALEXANDER SCOTT	49.85		

REPORT: PG3640  
 SYSTEM: FMSAP  
 USER: MANAGER  
 RUN NO: 18

CITY OF SPOKANE  
 COUNCIL CHECK RANGE/TOTAL

DATE: 05/05/25  
 TIME: 06:47  
 PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00610670	SPOKANE COUNTY CLERK	246.00		
00610671	TK ELEVATOR CORPORATION	2,599.19		
00610672	US POSTMASTER	100,000.00		
00610673	WA STATE DEPT OF LICENSING	2.80		
00610674	WA STATE TREASURER	78,368.58		
00610675	WA STATE TRAFFIC SAFETY	1,879.81		
00610676	ALPINE NORTHWEST LLC		114,557.54	
00610677	BLINKTANK STUDIOS LLC		100.00	
00610678	SHANESEE DUNIGAN		150.00	
00610679	YOGA BY DACIA		75.00	
00610680	REFRIGERATION SUPPLIES		17,898.41	
00610681	WASHINGTON LIBRARY ASSN		40.00	
00610682	COMCAST			205.06
00610683	GENERAL STORE INC			70.86
00610684	HERRES BACKFLOW & CONSTRUCTI			55.00
00610685	UTECHT FARMS AND PRODUCE INC			228.00
00610686	WALTER E NELSON CO			888.07
00610687	ZIEGLER LUMBER COMPANY			189.51
00610734	ADMINISTRATIVE OFFICE OF THE	65.00		
00610735	WATERCO OF THE PACIFIC NORTH	110.78		
00610736	SPOKANE REGIONAL HEALTH DIST	21,000.84		
00610737	SPOKANE REGIONAL HEALTH DIST	40.14		
00610738	TERRY CARE GROUP LLC	9,338.19		
00610739	CIRCLE D FARM SALES INC			3,908.00
00610740	IMPACT BUSINESS PRODUCTS			327.08
00610741	NW PLAYGROUND EQUIPMENT INC			419.34
00610742	ROMTEC INC			13,570.90
00610743	CHILD SUPPORT SERVICES	1,352.88		
00610744	COMCAST	180.45		
00610745	COMCAST	180.45		
00610746	WATERCO OF THE PACIFIC NORTH	186.39		
00610747	FRED'S APPLIANCE INC	1,689.93		
00610748	YP AUTOMOTIVE INC	1,022.16		
00610749	HERRES BACKFLOW & CONSTRUCTI	872.00		
00610750	HUMAN RESOURCES	880.50		
00610751	ICMA RETIREMENT TRUST 457	533,432.12		
00610752	ICMA RETIREMENT TRUST 457 LO	59,030.25		
00610753	ING LIFE INSURANCE & ANNUITY	163,544.49		
00610754	ANN SEABURG	55.00		
00610755	INLAND EMPIRE FIRE PROTECTIO	3,465.00		
00610756	EASY HOME BUYER LLC	1,300.00		
00610757	JU CONTRACTING INC	650.00		
00610758	KEVIN MCCATHREN	2,160.00		
00610759	URBAN EMPIRE HOMES LLC	650.00		
00610760	CHARLES A BERNHARD	31,911.75		
00610761	PEOPLE QUALIFIED COMMITTEE	5.00		
00610762	PRE-PAID LEGAL SERVICES INC	333.73		
00610763	STATE DISBURSMENT UNIT	862.60		
00610764	SUPERIOR COURT	1,760.91		
00610765	T-MOBILE	684.50		
00610766	UNIT PROCESS COMPANY	985.70		
00610767	UNITED STATES TREASURY	12.50		
00610768	US BANK OR CITY TREASURER	1,971,908.22		

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00610769	VOYA FINANCIAL LOAN REPAYMEN	3,977.15		

00610770	WA GET PROGRAM	375.00		
00610771	WA STATE SUPPORT REGISTRY OR	17,184.68		
00610772	WAXIE SANITARY SUPPLY	1,458.26		
00610773	OVERHEAD DOOR CORPORATION	1,188.28		
00610774	WESTERN STATES POLICE MEDICA	3,375.00		
00610775	AUNTIES INC		92.74	
00610776	A TO Z RENTALS			283.66
00610777	CENTURYLINK			164.99
00610778	M & L SUPPLY CO INC			259.89
00610779	CSWW INC			749.33
00610780	PARK DEPT IMPREST FUND			142.18
00610781	PARK DEPT IMPREST FUND			88.32
00610782	SCHYLLING INC			72.30
00610783	GLENN SMARTT			161.00
00610784	VERMEER MOUNTAIN WEST INC			467.59
70001482	CINTAS CORPORATION	2,705.05		
70001483	KERSHAW INC	567.32		
70001484	NORCO INC	685.27		
70001485	NORTHWEST INDUSTRIAL SERVICE			641.09
70001486	ELJAY OIL CO INC	625.96		
70001487	EVERGREEN STATE TOWING LLC	1,279.23		
70001488	HUGHES FIRE EQUIPMENT INC	1,167.75		
70001489	SPOKANE HOUSE OF HOSE INC	183.80		
70001490	ACI NORTHWEST INC	6,647.91		
70001491	CINTAS CORPORATION		38.19	91.11
70001492	GALLS LLC		65.35	
70001493	HORIZON DISTRIBUTORS			1,011.03
70001494	NORCO INC	1,305.33		
70001495	OXARC INC	6,603.84		
70001496	PLANET TURF			85.00
70001497	SIGNS FOR SUCCESS INC	810.52		
70001498	PEROVICH PARTNERS INC	943.41		
70001499	TRAFFIC SAFETY SUPPLY INC	2,782.05		
70001500	GORDON TRUCK CENTERS INC DBA	3,971.18		
70001501	CINTAS CORPORATION	1,254.92		91.11
70001502	CONSOLIDATED SUPPLY CO	129,532.25		
70001503	ELJAY OIL CO INC	6,390.04		
70001504	EVERGREEN STATE TOWING LLC	51,655.02		
70001505	GALLS LLC	23.47		143.19
70001506	GORDON TRUCK CENTERS INC DBA	7.44		
70001507	HORIZON DISTRIBUTORS			392.66
70001508	HUGHES FIRE EQUIPMENT INC	6,504.69		
70001509	NORCO INC	218.70		
70001510	SPOKANE HOUSE OF HOSE INC	49.66		
70001511	TRAFFIC SAFETY SUPPLY INC	678.24		
80140327	ALLIANT INSURANCE SERVICES I	9,050.00		
80140328	ALS CANADA LTD	9,520.00		
80140329	ALSCO DIVISION OF ALSCO INC	1,859.30		
80140330	AQUATIC INFORMATICS INC	4,880.00		
80140331	AVISTA UTILITIES	17,269.31		
80140332	BERK CONSULTING INC	17,177.00		
80140333	CONNELL OIL INC	426.17		

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80140334	CONSOLIDATED ELECTRICAL	5,559.63		
80140335	CORWIN OF SPOKANE LLC	2,008.76		
80140336	CUESTA SPRINGS ICE COMPANY O	48.70		
80140337	CUMMINS INC	13,825.74		
80140338	EVOQUA WATER TECHNOLOGIES LL	1,470.66		

80140339	FASTENAL CO	554.65	
80140340	FEDERAL EXPRESS CORP/DBA FED	20.75	
80140341	GHD INC	53,242.47	
80140342	GRAYBAR ELECTRIC COMPANY INC	802.54	
80140343	GROUNDWATER SOLUTIONS INC	17,115.63	
80140344	K & L GATES LLP	423.00	
80140345	KENWORTH SALES COMPANY	15,777.48	
80140346	KPFF CONSULTING ENGINEERS	11,301.12	
80140347	NORTHWEST OPEN ACCESS NETWOR	3,600.00	
80140348	NOVUS AUTO GLASS	559.94	
80140349	OCCUPATIONAL HEALTH SOLUTION	68.00	
80140350	PACIFIC NW CLEAN WATER ASSN	750.00	
80140351	PARAMETRIX INC	26,640.00	
80140352	POMP'S TIRE SERVICE INC	2,865.94	
80140353	PROVOST PROFESSIONAL	631.02	
80140355	RIVER PARK SQUARE LLC	200.00	
80140356	ROGUE HEART MEDIA SPC	7,099.20	
80140357	MICHAEL D SCHELL	130.00	
80140358	STANTEC CONSULTING SERVICES	12,852.63	
80140359	TOBY'S BODY & FENDER INC	22,424.35	
80140360	WATERFLUENCE LLC	7,070.00	
80140361	ACTION MATERIALS	573.72	
80140362	ALSCO DIVISION OF ALSCO INC		209.37
80140363	AM HARDWARE CO	8,235.76	
80140364	ATLAS COPCO USA HOLDINGS INC	14,644.36	
80140365	AVISTA UTILITIES	15,057.92	
80140366	MARQUES HARRER	620.69	
80140367	CDW GOVERNMENT INC		450.20
80140368	COLEMAN OIL COMPANY LLC	8,147.73	946.85
80140369	COMPUNET INC	392,089.94	
80140370	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80140371	CORWIN OF SPOKANE LLC	1,613.78	
80140372	DESIGN WEST ARCHITECTS PA	40,725.41	
80140373	GWP HOLDINGS LLC	32,484.34	
80140374	DP NICOLI INC	655.39	
80140375	ELECTRIC CITY INC		1,576.15
80140376	EUROFINS ENVIRONMENT TESTING	99.00	
80140377	FASTENAL CO	1,479.15	
80140378	GORLEY LOGISTICS LLC	33.30	58.22
80140379	FISHER SCIENTIFIC	1,862.68	
80140380	GALLOWAY ARCHITECTURE		1,600.00
80140381	GOODALE & BARBIERI COMPANY	5,000.00	
80140382	GRAINGER INC	8,221.87	
80140383	GUNARAMA WHOLESALE INC	169.38	
80140384	HASA INC	15,459.26	
80140385	KENWORTH SALES COMPANY	3,980.71	
80140386	LANGUAGE SERVICES ASSOC INC	72.24	
80140387	LEE & HAYES PC	239.50	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80140388	LSB CONSULTING ENGINEERS PLL			607.50
80140389	MCKINSTRY CO LLC	1,030.92		1,128.04
80140390	NOVUS AUTO GLASS	130.70		
80140391	PAPE MACHINERY INC	11,611.31		
80140392	POMP'S TIRE SERVICE INC	22,879.13		
80140393	RIVER PARK SQUARE LLC	2,800.00		
80140394	SPOKANE CONSERVATION DISTRIC			60.00
80140395	SPOKANE COUNTY TREASURER	195,305.29		
80140396	COWLES PUBLISHING COMPANY	381.06		

80140397	TOBY'S BODY & FENDER INC	12,381.44		
80140399	UNITED STATES ELECTRIC CORP	7,778.51		
80140400	US BANK P CARD PAYMENTS	76,363.90		
80140401	VERIZON WIRELESS	4,791.21		
80140402	VWR INTERNATIONAL	1,287.32		
80140403	WASHINGTON EQUIPMENT	6,860.88		
80140404	WESTSIDE MOTORSPORTS	2,322.47		
80140405	SHAMROCK AUTOMOTIVE	385.94		
80140406	STEPHEN MCNALLY	2,500.00		
80140407	ACTION MATERIALS	1,233.82		
80140408	ALSCO DIVISION OF ALSCO INC			6.49
80140409	APPLIED INDUSTRIAL SYSTEMS L			30,632.56
80140410	ASSURANCE FITNESS REPAIR	490.95		
80140411	AVISTA UTILITIES	14,016.61	16,182.30	
80140412	BANNER FURNACE & FUEL	236.75		
80140413	BATTERY SYSTEMS INC			145.44
80140414	BROADWAY INDUSTRIAL SUPPLY L	5,888.12		
80140415	CAMTEK INC	1,129.67		
80140416	CARRIER CORPORATION		657.76	
80140417	CDA REDI MIX & PRECAST INC	5,969.95		
80140418	COLEMAN OIL COMPANY LLC	34,808.45		
80140419	COPIERS NORTHWEST INC			1,318.37
80140420	CORE & MAIN LP	20,003.26		
80140421	COSCO FIRE PROTECTION INC	1,366.00		
80140422	DIVINES TOWING/DIV OF	1,762.54		
80140423	DW EXCAVATING INC	140,962.82		
80140424	EUROFINS ENVIRONMENT TESTING	282.50		
80140425	EXPRESS NAME TAGS & MORE, IN		13.82	
80140426	FAHLO LLC			828.36
80140427	FASTENAL CO	1,423.89		451.12
80140428	GORLEY LOGISTICS LLC	16.64		
80140429	FIRSTLINE COMMUNICATIONS INC	654.67		
80140430	FRANCIS AVENUE HARDWARE			360.02
80140431	GREATER SPOKANE INC	5,100.00		
80140432	H D FOWLER COMPANY			262.67
80140433	HOME DEPOT USA INC			346.58
80140434	INLAND ELEVATOR LLC	824.04		
80140435	INLAND ENVIRONMENTAL RESOURC	8,488.80		
80140436	INLAND TOWING	162.41		
80140437	INTEGRITY PUMP SOLUTIONS INC	20,756.00		
80140438	INTEGRUS ARCHITECTURE	19,954.30		
80140439	KENWORTH SALES COMPANY	1,089.68		
80140440	LEVY PREMIUM FOOD SERVICE			10,702.41
80140441	LAURI WEINMANN	3,877.18		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80140442	MCKINSTRY CO LLC			4,174.02
80140443	MEGAN PERKINS			623.00
80140444	MUTUAL MATERIALS CO INC			708.92
80140445	NALCO CO	6,351.08		
80140446	NELSON'S TOWING AND REPAIR/	162.41		
80140447	NEPTUNE TECHNOLOGY GROUP INC	40,634.30		
80140448	NORLIFT INC	1,395.68		
80140449	NORTHSTAR CLEAN CONCEPTS			557.51
80140450	PACIFIC NW EMERGENCY EQUIPME	1,868.74		
80140451	PARAMETRIX INC	10,005.00		
80140452	PATRIOT FIRE PROTECTION INC	603.32		
80140453	PENNYBANDZ LLC			445.00
80140454	PERMITIUM LLC	130.00		



80140455	PERRENOUD ROOFING INC		1,973.04
80140456	PETE LIEN & SONS INC	21,711.95	
80140457	POMP'S TIRE SERVICE INC	611.61	
80140458	PREMERA BLUE CROSS OR	375,271.75	
80140459	ANDREWS ENTERPRISES INC	162.41	
80140460	RIVER CITY GLASS INC		3,107.66
80140461	ROAR WORKS LLC	8,992.50	
80140462	RW LOTHROP ENTERPRISES		106.92
80140463	SHI CORP	369.90	
80140464	SITEONE LANDSCAPE SUPPLY LLC	89.91	75.12
80140465	HESTON HARDWARE		207.43
80140466	SPOKANE COUNTY TITLE CO	1,149.39	
80140467	SPOKANE COUNTY TREASURER	32,164.64	
80140468	SPOKANE EXERCISE EQUIPMENT	158.20	
80140469	SPOKANE HARDWARE SUPPLY INC		1,141.69
80140470	SPOKANE INDEPENDENT METRO		400.00
80140471	SPOKANE OVERHEAD DOOR CO	1,548.13	
80140472	SPOKANE POWER TOOL & HDWE		22.88
80140473	SPOKANE REGIONAL DOMESTIC	7,930.95	
80140474	SPOKANE SUNSCREEN	3,615.53	
80140475	SPOKANE TOWING/DIV OF	243.61	
80140476	W B SPRAGUE COMPANY INC	296.38	
80140477	SECURITAS TECHNOLOGY	366.85	
80140478	THOMAS SCIENTIFIC HOLDINGS L	1,284.72	
80140479	TRACE ANALYTICS LLC	97.00	
80140480	TWO RIVERS TERMINAL LLC	23,555.23	
80140481	JOHNSON CONTROLS SECURITY	2,130.91	
80140482	ULINE INC	1,417.12	
80140483	UNIVAR SOLUTIONS USA INC	4,696.82	
80140484	US BANK OR CITY TREASURER	105,457.35	
80140485	VERIZON WIRELESS	3,391.51	
80140486	VESTIS GROUP INC	19.50	
80140487	WILBUR ELLIS COMPANY		150.39
80140488	WILLIAMS TOWING & RECOVERY L	324.82	
80140489	YWCA	4,621.99	
80140490	ANTHONY LAMANNA	3,976.00	
80140491	KATHLEEN O'DONNELL	86.00	
80140492	JUSTIN SHOGREN	157.00	
80140493	ALSCO DIVISION OF ALSCO INC	139.80	
80140494	CLARK'S CONTAINERS LLC	116.46	

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80140495	COLEMAN OIL COMPANY LLC			782.22
80140496	CONNELL OIL INC	5,865.68		
80140497	STEVE CONNER			17,174.49
80140498	CONTROL SOLUTIONS NW INC	2,435.66		
80140499	COPIERS NORTHWEST INC	1,059.29		
80140500	CREEK AT QUALCHAN GOLF COURSE			21,196.40
80140501	L N CURTIS & SONS	1,360.55		
80140502	DIVINES TOWING/DIV OF	2,355.24		
80140503	EARLYCHILDHOOD LLC			2,153.24
80140504	FEDERAL EXPRESS CORP/DBA FED	48.60		
80140505	GORLEY LOGISTICS LLC	58.27		
80140506	GLOVER MANSION EVENTS LLC			1,853.96
80140507	MARUBENI AMERICA CORPORATION			4,637.19
80140508	SALISH SCHOOL OF SPOKANE	5,869.96		
80140509	SANDBAGGERS CLUB LLC			15,631.46
80140510	SPOKANE EASTSIDE REUNION ASS	7,869.76		
80140511	T & T GOLF MANAGEMENT INC			24,436.53

80140512	THE FAMILY GUIDE	10,000.00		
80140513	THE TORO COMPANY			534.80
80140514	WASHINGTON TRUST FOR HISTORI	45,805.06		
80140515	WESTERN EQUIPMENT DISTRIBUTO			1,821.70
80140516	WILBUR ELLIS COMPANY			1,305.93
80140517	WILDROSE LTD dba			1,137.37
80140518	ALSCO DIVISION OF ALSCO INC	141.80		
80140519	THE AMERICAN FIREFIGHTER	32,184.50		
80140520	AMERIGAS PROPANE LP	950.47		
80140521	APOLLO SHEET METAL INC DBA	5,893.09		
80140522	AVISTA UTILITIES	2,874.12		
80140523	BACON CONCRETE INC	5,341.00		
80140524	BAKER & TAYLOR BOOKS		377.67	
80140525	THE FA BARTLETT TREE EXPERT	1,373.40		
80140526	SPOKANE FIRE FIGHTERS BENEFI	15,853.35		
80140527	BRINC DRONES INC	48,000.00		
80140528	BRODART CO		248.15	
80140529	CATHOLIC CHARITIES	19,850.00		
80140530	CENGAGE LEARNING INC		268.74	
80140531	COLEMAN OIL COMPANY LLC	6,951.80		
80140532	CONNELL OIL INC	247.90		
80140533	COPIERS NORTHWEST INC	4,026.05		
80140534	COPPER STATE BOLT & NUT CO			116.89
80140535	CORWIN OF SPOKANE LLC	9,177.47		
80140536	L N CURTIS & SONS	17,442.18		
80140537	DELTA DENTAL OF WASHINGTON	51,793.03		
80140538	DIGNITARY PROTECTION TEAM FU	220.00		
80140539	EDU MEMBERSHIP FUND	32.50		
80140540	FAMILY PROMISE OF SPOKANE	66,686.07		
80140541	FASTENAL CO	2,248.47		132.55
80140542	GORLEY LOGISTICS LLC	58.27		
80140543	FRANCIS AVENUE HARDWARE			169.47
80140544	GRAINGER INC	467.87		
80140545	POLICE GUILD LEGAL DEFENSE	610.00		
80140546	H D FOWLER COMPANY	4,274.55		
80140547	HOME DEPOT USA INC			48.00

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80140548	INGRAM LIBRARY SERVICES LLC		6,903.14	
80140549	IMPERIAL BAG & PAPER CO LLC			1,125.34
80140550	INT'L ASSN OF FIREFIGHTERS/	66,517.74		
80140551	JOHNSON CONTROLS FIRE	719.40		
80140552	JRM ENTERPRISES INC	2,480.50		
80140553	KAISER FOUNDATION HEALTH PLA	335,976.12		
80140554	KENWORTH SALES COMPANY	771.84		
80140555	KYOCERA DOCUMENT SOLUTIONS	352.20		
80140556	LIFEWISE ASSURANCE CO	39,118.11		
80140557	LT & CAPT ASSOCIATION	1,745.00		
80140558	LT & CAPT ASSOCIATION - LTD	715.00		
80140559	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80140560	M & P ASSOCIATION	3,548.45		
80140561	MACON SUPPLY INC	751.41		
80140562	MARTIN LUTHER KING JR FAMILY	1,129.42		
80140563	MIDWEST TAPE		479.42	
80140564	CHARLES H NEU			592.68
80140565	NW MUSEUM OF ARTS & CULTURE/	670.97		
80140566	OVERDRIVE INC		13,333.93	
80140567	SPOKANE POLICE GUILD	28,866.07		
80140568	REHN & ASSOCIATES	26,423.17		

80140569	REVIVE COUNSELING SPOKANE PL	8,475.00	
80140570	RW LOTHROP ENTERPRISES		64.37
80140571	THE SALVATION ARMY	12,542.50	
80140572	MCLOUGHLIN & EARDLEY GROUP	569.94	
80140573	SITEONE LANDSCAPE SUPPLY LLC	53.51	1,064.03
80140574	SPOKANE NEIGHBORHOOD ACTION	1,942.18	
80140575	SPOKANE POLICE BENEFIT ASSOC	397.50	
80140576	SPOKANE POLICE CHAPLAIN	3,628.00	
80140577	SPOKANE POLICE K-9 MEMBERSHI	175.00	
80140578	SPECIALTY MOBILE MIX INC		883.71
80140579	HESTON HARDWARE		226.31
80140580	SPOKANE POWER TOOL & HDWE		435.31
80140581	SPOKANE POLICE GUILD FRATERN	800.64	
80140582	SUNTOYA CORPORATION	9,023.45	
80140583	SPOKANE POLICE SWAT TEAM	610.00	
80140584	T & T GOLF MANAGEMENT INC		80,631.12
80140585	SPOKANE POLICE TACTICAL TEAM	503.00	
80140586	TOM HANSON ARTS		787.50
80140587	TRANSITIONS	9,718.51	
80140588	US BANK TRUST NA	1,210,862.82	
80140589	VERIZON WIRELESS	256.86	
80140590	VOLUNTEERS OF AMERICA OF	23,453.59	
80140591	WA ST COUNCIL OF CITY & COUN	32,905.46	
80140592	WILBUR ELLIS COMPANY		112.34
80140593	WSCCCE, AFSCME, AFL-CIO	366.30	
80140594	YWCA	56,028.50	
		-----	-----
		8,029,830.05	176,131.51
			268,283.23
			=====
	CITYWIDE TOTAL:		8,474,244.79

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HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	275.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	1,067.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	1,502.95
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140485	128.43
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,974.13

## 0100 - GENERAL FUND

AVENUE29 LLC 1837 S ROCKWOOD BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00610654	2,811.01
CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00610760	21,001.75
NORTHWEST CATERING & CONCESSIONS	PERMIT REFUNDS PAYABLE CHECK NO. - 00610658	549.50
PERMITIUM LLC	ACCOUNTS RECEIVABLE-MISC ACH PMT NO. - 80140454	130.00
THE AMERICAN FIREFIGHTER COMPANY	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80140519	21,820.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80140400	76,363.90
WA STATE TRAFFIC SAFETY COMMISSION	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00610675	1,879.81
TOTAL FOR 0100 - GENERAL FUND		124,555.97

## 0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	870.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	3,621.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	5,303.65
TOTAL FOR 0230 - CIVIL SERVICE		9,795.58

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	1,771.62
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	2,561.86

TOTAL FOR 0260 - CITY CLERK	4,558.48
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#### 0300 - HUMAN SERVICES

STEPHEN MCNALLY	OTHER MISC CHARGES	
	ACH PMT NO. - 80140406	2,500.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80140485	30.92-

TOTAL FOR 0300 - HUMAN SERVICES	2,469.08
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#### 0320 - COUNCIL

GREATER SPOKANE INC	AIRFARE	
	ACH PMT NO. - 80140431	5,100.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1,110.00
ICMA RETIREMENT TRUST 457	LEGISLATIVE ASSISTANT I & II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	100.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80140393	1,400.00
THE FIG TREE/SPOKANE	OTHER MISC CHARGES	
ECUMENICAL MINISTRIES	CHECK NO. - 00610627	500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	4,871.91
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	6,617.70

TOTAL FOR 0320 - COUNCIL	19,699.61
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#### 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	530.00

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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	2,687.25
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	3,919.70

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

7,136.95

0370 - ENGINEERING SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140499	485.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	3,248.11
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	PUBLIC WORKS JOURNEY LEVEL INS CHECK NO. - 00610751	20.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80140355	200.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80140463	272.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	15,719.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	22,735.38
VESTIS GROUP INC DBA VESTIS SERVICES INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80140486	19.50
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00610735	32.07

TOTAL FOR 0370 - ENGINEERING SERVICES

42,733.01

0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	960.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	TAXES & LICENSES SPECIALIST CHECK NO. - 00610751	15.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	4,136.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	5,621.00

TOTAL FOR 0410 - FINANCE

10,732.79

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AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	175.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	807.07
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	1,159.48

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		2,141.55
-----		
0470 - HISTORIC PRESERVATION		
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ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	635.29
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	918.72
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,714.01
		-----
0480 - OFFICE OF CIVIL RIGHTS		
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US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	378.82
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	551.06
TOTAL FOR 0480 - OFFICE OF CIVIL RIGHTS		929.88
		-----
0500 - LEGAL		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1,915.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	11,033.99
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	15,790.10
TOTAL FOR 0500 - LEGAL		28,739.09
		-----

0520 - MAYOR

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALEXANDER SCOTT	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00610669	49.85
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	550.00
ICMA RETIREMENT TRUST 457	DIRECTOR-EMERGENCY MANAGEMENT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	100.00
LISA BROWN	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00610646	325.00
LISA BROWN	PER DIEM	
	CHECK NO. - 00610646	200.00



RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80140393	400.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	3,684.05
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	4,543.97

TOTAL FOR 0520 - MAYOR		9,852.87
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0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	852.80
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	1,214.22
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80140485	171.28

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,388.30
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0560 - MUNICIPAL COURT

ADMINISTRATIVE OFFICE OF THE COURTS	OPERATIONAL TRAVEL	
	CHECK NO. - 00610734	65.00
ANN SEABURG	CASH OVER/SHORT	
4904 S JULIA CT	CHECK NO. - 00610754	55.00
ICMA RETIREMENT TRUST 457	COURT CLERK I	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	30.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	2,295.00

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JESSICA HERMENEGILDO	CASH OVER/SHORT	
16220 S SHERMAN RD TRLR 33	CHECK NO. - 00610660	20.00
KEVIN NORQUIST	CASH OVER/SHORT	
17005 E MORNINGSIDE LN	CHECK NO. - 00610659	45.00
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80140463	97.34
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	10,750.56
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	15,735.82

TOTAL FOR 0560 - MUNICIPAL COURT		29,093.72
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## 0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	572.72
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	814.88

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,547.60
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## 0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	577.51
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	2,848.87
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	4,115.33

TOTAL FOR 0620 - HUMAN RESOURCES	7,541.71
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## 0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	940.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	4,121.46
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	6,046.76

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0650 - PLANNING SERVICES	11,108.22
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## 0680 - POLICE

ANDREWS ENTERPRISES INC	TOWING EXPENSE	
RELIABLE TOWING EAST	ACH PMT NO. - 80140459	162.41
ANTHONY LAMANNA	TUITION REIMBURSEMENT	
	ACH PMT NO. - 80140490	3,976.00
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00610632	6,564.03
AVISTA UTILITIES	UTIL GARBAGE/WASTE REMOVAL	
	ACH PMT NO. - 80140365	2,470.39
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80140365	6,415.11
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80140365	6,172.42

CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00610647	34.49-
CENTURYLINK	TELEPHONE CHECK NO. - 00610647	691.82
COMCAST	IT/DATA SERVICES CHECK NO. - 00610745	3,205.45
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140533	218.71
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80140502	4,117.78
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70001504	51,655.02
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80140542	83.25
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80140382	113.71
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80140383	169.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	97,345.82
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DETECTIVE CHECK NO. - 00610751	1,677.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE CORPORAL CHECK NO. - 00610751	337.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE OFFICER CHECK NO. - 00610751	409.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE RECORDS SPECIALIST CHECK NO. - 00610751	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE SERGEANT CHECK NO. - 00610751	477.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	SENIOR POLICE OFFICER CHECK NO. - 00610751	895.15
INLAND TOWING A DIV OF SADIE ENTERPRISE LLC	TOWING EXPENSE ACH PMT NO. - 80140436	162.41
JON OLIVERI	REGISTRATION/SCHOOLING CHECK NO. - 00610666	550.00
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80140441	3,877.18
MARQUES HARRER DBA THE BUNKER TRI-CITIES LLC	CLOTHING ACH PMT NO. - 80140366	620.69
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80140446	162.41

SECURITAS TECHNOLOGY CORPORATION	ALARM/SECURITY SERVICES ACH PMT NO. - 80140477	366.85
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80140467	18,017.03
SPOKANE TOWING/DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80140475	243.61
ULINE INC ATTN: ACCOUNTS RECEIVABLE	MINOR EQUIPMENT ACH PMT NO. - 80140482	1,234.03
ULINE INC ATTN: ACCOUNTS RECEIVABLE	OPERATING SUPPLIES ACH PMT NO. - 80140482	183.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	59,227.05
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	38,410.11
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140485	714.00
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80140485	562.44
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00610774	2,362.50
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80140488	324.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0680 - POLICE	----- 314,152.14
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0690 - COMMUNITY JUSTICE SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	1,175.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	6,085.42
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	9,010.46

TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	----- 16,270.88
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0700 - PUBLIC DEFENDER

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80140428	16.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	1,310.00
KENNETH C BECK DBA DR DOCUMENT	LEGAL SERVICES CHECK NO. - 00610650	145.00
PROVOST PROFESSIONAL	LEGAL SERVICES	

INVESTIGATIONS	ACH PMT NO. - 80140353	631.02
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	7,843.58
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	10,917.46

TOTAL FOR 0700 - PUBLIC DEFENDER	-----	20,863.70
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0750 - COMMUNITY/ECONOMIC DEV SVC

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	250.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	1,256.67
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	1,807.78

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV SVC	-----	3,314.45
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1100 - STREET FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80140411	11,488.35
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80140411	2,313.52
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80140541	746.70
GRAYBAR ELECTRIC COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80140342	802.54
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	4,901.00
ICMA RETIREMENT TRUST 457	STREET MAINTENANCE OPERATOR II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	60.00
MACON SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80140561	751.41
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70001499	2,782.05
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	21,542.75
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	31,508.26
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80140401	642.22
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80140401	519.14

WALTER E NELSON CO	OPERATING SUPPLIES	
	CHECK NO. - 00610644	176.30

TOTAL FOR 1100 - STREET FUND	-----	78,234.24
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1200 - CODE ENFORCEMENT FUND

CLARK'S CONTAINERS LLC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80140494	116.46
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1,290.00
ICMA RETIREMENT TRUST 457	LABORER II	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	10.00
ICMA RETIREMENT TRUST 457	NEIGHBORHOOD HOUSING SPEC	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	50.00
JENNIFER M MONTAGUE	PERMIT REFUNDS PAYABLE	
219 E GLASS	CHECK NO. - 00610657	15.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEVIN MCCATHREN	PERMIT REFUNDS PAYABLE	
705 W 7TH AVE STE A-3	CHECK NO. - 00610758	2,160.00
SPOKANE COUNTY TITLE CO	LEGAL SERVICES	
	ACH PMT NO. - 80140466	574.43
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	5,395.15
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	8,681.36
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80140485	706.53
WATERCO OF THE PACIFIC NORTH	NON-TRAVEL MEALS/LGHT RFRSHMT	
WEST, INC	CHECK NO. - 00610735	78.71

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	19,077.64
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	COMMUNICATIONS COORDINATOR	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1.58
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	3,188.42
ICMA RETIREMENT TRUST 457	LIBRARIAN	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	21,121.46
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	28,433.04

TOTAL FOR 1300 - LIBRARY FUND		52,804.50
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1360 - MISCELLANEOUS GRANTS FUND

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US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	224.45
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TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		224.45
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1380 - TRAFFIC CALMING MEASURES

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ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00610618	5,506.39
GARY RANDOLPH AND LAURA BREKKE 10646 N MAY LN	PHOTO RED FINES CHECK NO. - 00610664	25.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KARYN KYLLO 707 W 5TH AVE APT 1108	SCHOOL ZONE SPEED CAMERA FINE CHECK NO. - 00610665	250.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	274.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	395.47

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TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		6,451.59
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1390 - URBAN FORESTRY FUND

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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	50.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	232.43
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	335.81

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TOTAL FOR 1390 - URBAN FORESTRY FUND		618.24
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1400 - PARKS AND RECREATION FUND

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CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	CONTRACTUAL SERVICES CHECK NO. - 00610760	10,910.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00610623	403.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CASH ACCOUNTING CLERK II CHECK NO. - 00610751	5.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	4,870.00
ICMA RETIREMENT TRUST 457	RECREATION ASSISTANT	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	60.00
LEE & HAYES PC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80140387	239.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	31,487.86
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	33,076.25

TOTAL FOR 1400 - PARKS AND RECREATION FUND	-----	81,052.46
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1425 - AMERICAN RESCUE PLAN

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BERK CONSULTING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80140332	17,177.00
CAREER PATH SERVICES EMPLOYMENT AND TRAINING	CONTRACTUAL SERVICES CHECK NO. - 00610620	15,852.93
SALISH SCHOOL OF SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80140508	5,869.96
SPOKANE EASTSIDE REUNION ASSOC	CONTRACTUAL SERVICES ACH PMT NO. - 80140510	7,869.76
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80140358	12,852.63
WASHINGTON TRUST FOR HISTORIC PRESERVATION	CONTRACTUAL SERVICES ACH PMT NO. - 80140514	45,805.06

TOTAL FOR 1425 - AMERICAN RESCUE PLAN	-----	105,427.34
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1440 - FIRE GRANTS MISCELLANEOUS

CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	CONTRACTUAL SERVICES CHECK NO. - 00610760	21,001.75
CHARLES A BERNHARD DBA MAJESTIC VIEW FORESTRY LLC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00610760	21,001.75-
THE AMERICAN FIREFIGHTER COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80140519	21,820.00
THE AMERICAN FIREFIGHTER COMPANY	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80140519	21,820.00-

TOTAL FOR 1440 - FIRE GRANTS MISCELLANEOUS	-----	0.00
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1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140499	135.04
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	785.00



PEROVICH PARTNERS INC dba SPEEDPRO IMAGING	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001498	943.41
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001511	678.24
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	3,174.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	4,583.85

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140485	492.43
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80140485	120.03
WA STATE DEPT OF LICENSING ATTN: RECORD REQUEST UNIT	LEGAL SERVICES CHECK NO. - 00610673	2.80
TOTAL FOR 1460 - PARKING METER REVENUE FUND		10,915.01

1560 - FORFEITURES & CONTRIBUTION FND

ABC LEGAL HOLDINGS LLC DBA ABC LEGAL SERVICES LLC	LEGAL SERVICES CHECK NO. - 00610630	481.24
CAMP AUTOMOTIVE INC DBA LITHIA BODY SHOP AND PAINT	VEHICLES CHECK NO. - 00610633	8,499.92
SPOKANE COUNTY CLERK	LEGAL SERVICES CHECK NO. - 00610670	246.00
SPOKANE COUNTY TITLE CO	LEGAL SERVICES ACH PMT NO. - 80140466	574.96
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		9,802.12

1590 - HOTEL/MOTEL TAX FUND

THE FAMILY GUIDE	CONTRACTUAL SERVICES ACH PMT NO. - 80140512	10,000.00
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		10,000.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

BRINC DRONES INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80140527	48,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	941.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	POLICE CORPORAL CHECK NO. - 00610751	46.11

ICMA RETIREMENT TRUST 457	POLICE OFFICER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	25.06
ICMA RETIREMENT TRUST 457	SENIOR POLICE OFFICER	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	38.67
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80140467	7,225.11

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE REGIONAL DOMESTIC VIOLENCE COALITION	CONTRACTUAL SERVICES ACH PMT NO. - 80140473	7,930.95
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	401.75
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	4,368.00
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80140489	4,621.99

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	73,598.91
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1640 - COMMUNICATIONS BLDG M&O FUND

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140415	1,129.67
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140498	2,413.83
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140498	21.83
HERRES BACKFLOW & CONSTRUCTION LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610749	436.00

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	4,001.33
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1,164.74
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	5,924.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	7,871.54

TOTAL FOR 1680 - CD/HS OPERATIONS	14,960.74
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

JRM ENTERPRISES INC	INTERPRETER COSTS	
DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80140552	2,480.50
MICHAEL D SCHELL	INTERPRETER COSTS	

	ACH PMT NO. - 80140357	130.00
TAISIA MOGA	INTERPRETER COSTS	
	CHECK NO. - 00610629	577.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	3,188.00
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1970 - FIRE/EMS FUND		
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ALCOBRA METALS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00610631	1,627.71
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80140518	281.60
AT&T MOBILITY	CELL PHONE CHECK NO. - 00610632	4.91
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80140531	6,951.80
COMCAST	IT/DATA SERVICES CHECK NO. - 00610623	310.80
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140496	5,865.68
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140533	2,868.80
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140371	1,613.78
ELDRIDGE BUILDING LLC C/O WS PROPERTY MANAGEMENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00610652	38.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70001487	729.37
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80140541	701.62
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140541	56.95
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80140504	15.93
FRED'S APPLIANCE INC	MINOR EQUIPMENT CHECK NO. - 00610747	1,689.93
GALLS LLC	CLOTHING CREDIT CARD PMT NO. - 70001505	12.96
GALLS LLC	CLOTHING ALTERATIONS & REPAIRS CREDIT CARD PMT NO. - 70001505	10.51
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001506	3,978.62
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80140544	448.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140544	61.10
HERRES BACKFLOW & CONSTRUCTION LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610749	436.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001508	7,672.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	CMMTY RISK REDUCTION SPECIALST CHECK NO. - 00610751	75.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	9,935.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	FIREFIGHTER CHECK NO. - 00610751	230.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610753	60,144.58
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE CAPTAIN CHECK NO. - 00610753	30.33
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE EQUIPMENT OPERATOR CHECK NO. - 00610753	31.66
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIRE LIEUTENANT CHECK NO. - 00610753	16.03
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	FIREFIGHTER CHECK NO. - 00610753	19.78
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140434	824.04
INLAND EMPIRE FIRE PROTECTION ATTN: MARIA SORIA	PERMIT REFUNDS PAYABLE CHECK NO. - 00610755	3,465.00
KATHLEEN O'DONNELL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80140491	86.00
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140554	1,861.52
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140555	352.20
L N CURTIS & SONS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80140501	1,360.55
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140572	569.94
NORCO INC	SAFETY SUPPLIES CREDIT CARD PMT NO. - 70001509	386.93
OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610773	1,156.46

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OVERHEAD DOOR CORPORATION DBA WAYNE DALTON SALES &	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00610773	31.82
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	SAFETY SUPPLIES ACH PMT NO. - 80140450	1,378.85
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80140450	489.89
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140452	603.32
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610667	245.48
SIGNS FOR SUCCESS INC	MINOR EQUIPMENT CREDIT CARD PMT NO. - 70001497	810.52
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140573	143.42
SPOKANE EXERCISE EQUIPMENT SALES AND SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140468	158.20
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY CREDIT CARD PMT NO. - 70001510	49.66
SPOKANE OVERHEAD DOOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140471	1,145.55
SPOKANE OVERHEAD DOOR CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140471	402.58
SPOKANE PORTLAND & SEATTLE LLC PO BOX 24567	PERMIT REFUNDS PAYABLE CHECK NO. - 00610653	19.00
SPOKANE SUNSCREEN	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140474	3,615.53
THE AMERICAN FIREFIGHTER COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80140519	10,364.50
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140479	97.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	33,203.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	9,919.30
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	40.88
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00610748	122.91
YP AUTOMOTIVE INC DBA GMC OF RIVERFRONT PARK	VEHICLE REPAIRS/MAINT CHECK NO. - 00610748	899.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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179,664.69

## 3160 - GENERAL CAPITAL IMPROVEMENTS

DESIGN WEST ARCHITECTS PA	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80140372	40,725.41

TOTAL FOR 3160 - GENERAL CAPITAL IMPROVEMENTS	40,725.41
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3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00610618	12,358.03

ABADAN REPROGRAPHICS	CONTRACTUAL SERVICES	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00610618	3,414.69

KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80140346	11,301.12

PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80140451	10,005.00

TOTAL FOR 3200 - ARTERIAL STREET FUND	37,078.84
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80140407	1,037.46

AVISTA UTILITIES	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80140411	80.11

BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80140523	5,341.00

CDA REDI MIX & PRECAST INC	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80140417	5,969.95

CENTURYLINK TELEPHONE  
CHECK NO. - 00610647 23.01

CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER	
	CREDIT CARD PMT NO. - 70001502	129,532.25

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80140533	254.28

CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80140420	20,003.26

DP NICOLI INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80140374	655.39

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80140427	2,903.04

GEE AUTOMOTIVE LIBERTY LAKE	VEHICLES	
LLC DBA MERCEDES-BENZ OF	CHECK NO. - 00610651	75,234.43

GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80140382	8,066.00
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80140546	1,443.40
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140546	2,831.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	8,305.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WATER SUPERINTENDENT CHECK NO. - 00610751	75.00
INTEGRITY PUMP SOLUTIONS INC DBA IPS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140437	20,756.00
INTEGRUS ARCHITECTURE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80140438	18,454.30
JUSTIN SHOGREN	PERMITS/OTHER FEES ACH PMT NO. - 80140492	157.00
LENNAR NORTHWEST LLC 33820 WEYERHAEUSER WAY S	REFUNDS CHECK NO. - 00610641	292.45
NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80140447	40,634.30
OXARC INC	OPERATING SUPPLIES CREDIT CARD PMT NO. - 70001495	4,121.60
ROGUE HEART MEDIA SPC	CONTRACTUAL SERVICES ACH PMT NO. - 80140356	7,099.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	46,397.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	60,080.24
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140401	2,487.87
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,888.80
WATERFLUENCE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80140360	7,070.00
TOTAL FOR 4100 - WATER DIVISION		471,194.37

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4250 - INTEGRATED CAPITAL MANAGEMENT

ABC LEGAL HOLDINGS LLC DBA ABC LEGAL SERVICES LLC	LAND ACQUISITION CHECK NO. - 00610619	133.56
AVISTA UTILITIES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80140331	880.40
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80140423	140,962.82
FEHR & PEERS	PROFESSIONAL SERVICES	
	CHECK NO. - 00610626	1,060.00
GHD INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80140341	53,242.47
GROUNDWATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS	
dba GSI WATER SOLUTIONS INC	ACH PMT NO. - 80140343	17,115.63
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	1,030.00
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80140351	26,640.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	5,230.78
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	7,582.29

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	253,877.95
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#### 4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80140407	770.08
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80140368	5,580.93
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80140396	138.72
FIRSTLINE COMMUNICATIONS INC	BUILDING REPAIRS/MAINTENANCE	
DBA ALL PHASE NETWORK, ACCESS	ACH PMT NO. - 80140429	654.67
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	2,640.00
JOHNSON CONTROLS SECURITY	ALARM/SECURITY SERVICES	
SOLUTIONS LLC	ACH PMT NO. - 80140481	2,130.91
SPOKANE HOUSE OF HOSE INC	REPAIR & MAINTENANCE SUPPLIES	
	CREDIT CARD PMT NO. - 70001489	183.80

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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	11,867.69
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	17,306.63

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	41,273.43
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#### 4320 - RIVERSIDE PARK RECLAMATION FAC

ACI NORTHWEST INC	BUILDING REPAIRS/MAINTENANCE
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	CREDIT CARD PMT NO. - 70001490	6,647.91
ALS CANADA LTD	TESTING SERVICES ACH PMT NO. - 80140328	9,520.00
AQUATIC INFORMATICS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80140330	4,880.00
ASSURANCE FITNESS REPAIR	MISC SERVICES/CHARGES ACH PMT NO. - 80140410	490.95
CENTURYLINK	TELEPHONE CHECK NO. - 00610622	64.99
CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00610648	21,861.08
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80140368	2,566.80
COMCAST	IT/DATA SERVICES CHECK NO. - 00610649	226.07
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80140396	242.34
CUESTA SPRINGS ICE COMPANY OF IDAHO LLC	OPERATING SUPPLIES ACH PMT NO. - 80140336	48.70
DAVID FISCHER	PERMITS/OTHER FEES CHECK NO. - 00610636	75.00
DETECTION INSTRUMENTS CORP	PROFESSIONAL SERVICES CHECK NO. - 00610625	916.44
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES ACH PMT NO. - 80140424	381.50
EVOQUA WATER TECHNOLOGIES LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140338	1,470.66
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80140504	53.42
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80140379	1,862.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80140505	58.27
HASA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140384	15,459.26
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	6,780.01
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140435	8,488.80
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80140344	423.00
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140445	6,351.08

NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140448	1,395.68
OXARC INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001495	2,482.24
PACIFIC NW CLEAN WATER ASSN EASTERN WASHINGTON REGION	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80140350	750.00
THOMAS SCIENTIFIC HOLDINGS LLC DBA THOMAS SCIENTIFIC INC	OPERATING SUPPLIES ACH PMT NO. - 80140478	1,284.72
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140480	23,555.23
T-MOBILE	CELL PHONE CHECK NO. - 00610765	684.50
UNIT PROCESS COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00610766	985.70
UNIVAR SOLUTIONS USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140483	4,696.82
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	34,922.73
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	51,115.80
VWR INTERNATIONAL	OPERATING SUPPLIES ACH PMT NO. - 80140402	1,287.32

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TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	212,029.70
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80140411	253.21
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00610622	80.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	1,425.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	5,799.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	8,294.67
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80140485	474.06

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TOTAL FOR 4330 - STORMWATER	16,327.18
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4490 - SOLID WASTE DISPOSAL

ATLAS COPCO USA HOLDINGS INC dba ATLAS COPCO COMPRESSORS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140364	14,644.36
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80140522	665.90
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80140412	236.75
BROADWAY INDUSTRIAL SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140414	5,888.12
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR CREDIT CARD PMT NO. - 70001503	7,016.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80140541	182.30
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80140541	323.06
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140541	182.34
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80140541	55.50
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80140542	8.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	3,610.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	WTE MAINTENANCE SPECIALIST CHECK NO. - 00610751	120.00
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80140345	15,777.48

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140389	1,030.92
NORCO INC	CHEMICAL/LAB SUPPLIES CREDIT CARD PMT NO. - 70001494	1,822.37
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80140456	21,711.95
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00610736	21,000.84
THE FA BARTLETT TREE EXPERT	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80140525	1,373.40
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00610643	1,949.62
UNITED STATES ELECTRIC CORP OF WA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140399	7,778.51
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	22,323.43
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80140588	31,718.14
WASHINGTON EQUIPMENT MANUFACTURING CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140403	6,860.88
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00610746	99.99

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	166,380.18
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4500 - SOLID WASTE COLLECTION

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80140329	1,859.30
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80140331	9,170.82
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80140331	6,243.47
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00610621	51,114.45
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80140339	554.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	4,630.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR I CHECK NO. - 00610751	10.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR II CHECK NO. - 00610751	35.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE COLLECTOR III CHECK NO. - 00610751	10.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	REFUSE DISTRICT SUPERVISOR CHECK NO. - 00610751	60.00
KERSHAW'S INC	OFFICE FURNITURE (NON CAPITAL) CREDIT CARD PMT NO. - 70001483	567.32
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80140395	195,305.29
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	26,753.38
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	39,190.30
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140401	671.07

TOTAL FOR 4500 - SOLID WASTE COLLECTION	-----	336,175.05
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4530 - SOLID WASTE LANDFILLS

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AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80140522	2,208.22
COMCAST	IT/DATA SERVICES	
	CHECK NO. - 00610623	215.09
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00610737	40.14
		-----
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		2,463.45

4600 - GOLF FUND

-----		
ICMA RETIREMENT TRUST 457	2ND ASST GOLF COURSE SUPT	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	20.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	751.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00610768	5,924.93
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80140588	4,823.18
		-----
TOTAL FOR 4600 - GOLF FUND		11,519.11

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SVCS CENTER

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2FL ENTERPRISES LLC	PERMIT REFUNDS PAYABLE	
1699 N WOLLASTON DR	CHECK NO. - 00610661	227.90
B&B BROTHERS CONSTRUCTION	PERMIT REFUNDS PAYABLE	
234 N LEGACY RIDGE DR	CHECK NO. - 00610655	655.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80140499	438.42
EASY HOME BUYER LLC	PERMIT REFUNDS PAYABLE	
1002 N SPOKANE ST	CHECK NO. - 00610756	1,300.00
HOLLIDAY ENTERPRISES JR LLC	PERMIT REFUNDS PAYABLE	
410 N HELENA ST	CHECK NO. - 00610662	30.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00610751	3,114.38
JU CONTRACTING INC	PERMIT REFUNDS PAYABLE	
53 E RICH	CHECK NO. - 00610757	650.00
RIGHT NOW HEATING AND COOLING	PERMIT REFUNDS PAYABLE	
212 EVANS ST	CHECK NO. - 00610663	31.78
THE BARTON BOYS LLC	PERMIT REFUNDS PAYABLE	
7221 E NORA AVE	CHECK NO. - 00610656	0.86
URBAN EMPIRE HOMES LLC	PERMIT REFUNDS PAYABLE	
7154 W STATE ST #320	CHECK NO. - 00610759	650.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS ( CITY )	CHECK NO. - 00610768	16,361.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	23,633.56
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140485	32.39-
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		47,061.02

5100 - FLEET SERVICES FUND

AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80140520	950.47
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80140331	45.30
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80140331	810.74
CINTAS CORPORATION	LAUNDRY/JANITORIAL SERVICES CREDIT CARD PMT NO. - 70001501	3,959.97

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80140418	34,808.45
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80140532	674.07
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80140533	684.26
CORWIN OF SPOKANE LLC CORWIN FORD SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140535	11,186.23
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140337	13,825.74
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE CREDIT CARD PMT NO. - 70001487	549.86
GWP HOLDINGS LLC DBA DOBBS PETERBILT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140373	32,484.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	1,760.00
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140385	3,980.71
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140390	690.64
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140391	11,611.31
POMP'S TIRE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140392	7,306.32
POMP'S TIRE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80140457	19,050.36
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140405	385.94
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140397	34,805.79
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	9,936.84
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	14,210.79
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140401	470.91
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00610746	225.99
WESTSIDE MOTORSPORTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140404	2,322.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5100 - FLEET SERVICES FUND	206,737.50
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5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	990.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	4,875.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	7,122.74

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	12,988.24
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5300 - IT FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00610634	153.54
COMCAST	IT/DATA SERVICES CHECK NO. - 00610623	795.67
COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO. - 80140369	392,089.94
GOVERNMENTJOBS COM INC dba NEOGOV	SUBSCRIPTION BASED IT ARNGMTS CHECK NO. - 00610628	168,611.63
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	2,441.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	INFORMATION TECH ANALYST I-II CHECK NO. - 00610751	75.00
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80140347	3,600.00

QUADIENT FINANCE USA INC	OPERATING SUPPLIES CHECK NO. - 00610642	139.17
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80140393	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	15,446.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	21,967.67
US POSTMASTER	PREPAID POSTAGE CHECK NO. - 00610672	100,000.00
TOTAL FOR 5300 - IT FUND		706,320.31

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	60.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	188.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	295.86
TOTAL FOR 5400 - REPROGRAPHICS FUND		544.44

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	550.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	2,481.49
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	3,563.38
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80140485	85.62
TOTAL FOR 5500 - PURCHASING & STORES FUND		6,680.49

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ACCOUNTANT CHECK NO. - 00610751	25.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	2,171.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	9,585.15
US BANK TRUST NA	RETIREMENT	





TOTAL FOR 5800 - RISK MANAGEMENT FUND 108,285.29

5810 - WORKERS' COMPENSATION FUND

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ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00610751 75.00

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00610768 282.23

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80140588 404.10

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TOTAL FOR 5810 - WORKERS' COMPENSATION FUND 761.33

5820 - UNEMPLOYMENT COMPENSATION FUND

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ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00610751 7.49

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00610768 29.73

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80140588 43.33

-----  
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND 80.55

5830 - EMPLOYEES BENEFITS FUND

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ALLIANT INSURANCE SERVICES INC CONTRACTUAL SERVICES  
AIS TRUST ACCOUNT ACH PMT NO. - 80140327 5,720.00

DELTA DENTAL OF WASHINGTON INSURANCE CLAIMS  
ACH PMT NO. - 80140537 47,664.03

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00610751 235.00

KAISER FOUNDATION HEALTH PLAN INSURANCE CLAIMS  
OF WASHINGTON ACH PMT NO. - 80140553 335,976.12

LIFEWISE ASSURANCE CO INSURANCE PREMIUMS  
ACH PMT NO. - 80140556 32,914.46

PREMERA BLUE CROSS OR INSURANCE CLAIMS  
SPOKANE CITY TREASURER ACH PMT NO. - 80140458 354,471.45

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00610768 878.19

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80140588 1,221.49

-----  
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND 779,080.74

5900 - FACILITIES MANAGEMENT FUND OPS

AM HARDWARE CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140363	403.67
AM HARDWARE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140363	7,832.09

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

APOLLO SHEET METAL INC DBA APOLLO MECHANICAL CONTRACTORS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80140521	5,893.09
CENTURYLINK	TELEPHONE CHECK NO. - 00610647	502.90
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140334	5,559.63
COSCO FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140421	1,366.00
GOODALE & BARBIERI COMPANY	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80140381	5,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	552.50
JOHNSON CONTROLS FIRE PROTECTION LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140551	719.40
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	PUBLIC UTILITY SERVICE ACH PMT NO. - 80140562	1,107.72
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80140562	21.70
NW MUSEUM OF ARTS & CULTURE/ DIV OF EASTERN WA STATE	OPERATING RENTALS/LEASES ACH PMT NO. - 80140565	670.97
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610668	136.25
ROAR WORKS LLC	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80140461	3,324.50
ROAR WORKS LLC	SNOW REMOVAL SERVICES ACH PMT NO. - 80140461	5,668.00
SUNTOYA CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80140582	9,023.45
TK ELEVATOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00610671	1,922.63
TK ELEVATOR CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00610671	676.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	3,480.41
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	5,067.53
W B SPRAGUE COMPANY INC DBA SPRAGUE PEST SOLUTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80140476	296.38

WAXIE SANITARY SUPPLY

OPERATING SUPPLIES

CHECK NO. - 00610772

1,458.26

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS		60,683.64
5903 - PROPERTY ACQUISITION FIRE		
-----		
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80140536	17,442.18
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		17,442.18
5904 - FACILITIES CAPITAL		
-----		
INTEGRUS ARCHITECTURE	PROFESSIONAL SERVICES ACH PMT NO. - 80140438	1,500.00
TOTAL FOR 5904 - FACILITIES CAPITAL		1,500.00
6100 - RETIREMENT		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00610751	295.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00610768	1,005.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80140588	1,453.05
TOTAL FOR 6100 - RETIREMENT		2,753.68
6200 - FIREFIGHTERS' PENSION FUND		
-----		
ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80140327	1,665.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80140537	3,179.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80140556	3,534.91
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80140458	8,981.74
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		17,360.65
6230 - BUILDING CODE RECORDS MGMT		
-----		
WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00610674	4,836.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		4,836.50
-----		
6250 - MUNICIPAL COURT		
-----		
WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00610674	73,532.08
TOTAL FOR 6250 - MUNICIPAL COURT		73,532.08
-----		
6255 - LAW ENFORCEMENT RECORDS MGMT		
-----		
SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80140467	6,922.50
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		6,922.50
-----		
6300 - POLICE PENSION		
-----		
ALLIANT INSURANCE SERVICES INC AIS TRUST ACCOUNT	INSURANCE ADMINISTRATION ACH PMT NO. - 80140327	1,665.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80140537	950.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80140556	2,668.74
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80140458	11,818.56
TERRY CARE GROUP LLC dba MURANO SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00610738	9,338.19
TOTAL FOR 6300 - POLICE PENSION		26,440.49
-----		
6960 - SALARY CLEARING FUND NEW		
-----		
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00610743	1,352.88
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80140538	220.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80140539	32.50
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00610750	880.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00610751	344,377.25

ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00610752	59,030.25
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00610753	103,302.11
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80140550	66,517.74
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80140557	1,745.00
LT & CAPT ASSOCIATION - LTD	LTD - LTS & CAPTS ACH PMT NO. - 80140558	715.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80140559	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80140560	3,548.45
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00610761	5.00
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80140545	610.00
PRE-PAID LEGAL SERVICES INC LEGALSHIELD	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00610762	333.73
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80140568	5,579.79
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80140568	20,843.38
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80140526	15,853.35
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80140575	397.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80140576	3,628.00
SPOKANE POLICE GUILD ATTN: BEN GREEN	POLICE GUILD ACH PMT NO. - 80140567	28,866.07
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80140581	800.64
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80140577	175.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80140583	610.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80140585	503.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/05/25  
PAGE 38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00610763	862.60
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SUPERIOR COURT	SUPERIOR COURT CHECK NO. - 00610764	1,760.91
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00610767	12.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00610768	355,995.41
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00610768	977,924.40
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00610768	140,996.85
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80140588	605,418.15
VOYA FINANCIAL LOAN REPAYMENT	VOYA LOANS CHECK NO. - 00610769	3,977.15
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00610770	375.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80140591	32,905.46
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00610771	17,184.68
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00610774	1,012.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO ACH PMT NO. - 80140593	366.30
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 2,798,763.05
TOTAL CLAIMS		----- 7,831,133.70

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance and Administration Committee**  
**City Hall (808 W. Spokane Falls Blvd), Council Chambers**  
**April 28, 2025**

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**Call to Order: 12:02 PM**

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

**Attendance**

Committee Members Present:

Council Member Paul Dillon (Chair), Council President Betsy Wilkerson, Council Member Micheal Cathcart, Council Member Jonathan Bingle, Council Member Kitty Klitzke, Council Member Zack Zappone, Council Member Lili Navarrete

**Agenda Items**

Public Testimony – No public testimony

**Discussion Items**

1. Joint Resolution Authorizing Airport Property Purchase  
No Action Taken; Discussion & Presentation Only
2. Interlocal Agreement for a Collection Regional Effort  
No Action Taken; Discussion & Presentation Only
3. ARPA Childcare Program  
No Action Taken; Discussion & Presentation Only
4. Fire Capital SBO  
No Action Taken; Discussion & Presentation Only
5. Quarterly Financial Report  
No Action Taken; Discussion & Presentation Only
6. SMC Cleanup  
No Action Taken; Discussion & Presentation Only
7. Quarterly Investment Report  
No Action Taken; Discussion & Presentation Only
8. Ordinance 03.04 Amendment Employee Leave  
No Action Taken; Discussion & Presentation Only
9. SBO – Q2 2025 HR Range Changes  
No Action Taken; Discussion & Presentation Only
10. ILA Regarding Funding Transfers to NEPDA  
No Action Taken; Discussion & Presentation Only
11. SBO – Department of Ecology VW Air Quality Grant  
No Action Taken; Discussion & Presentation Only



12. SMC Clean Up

No Action Taken; Discussion & Presentation Only

13. Appointment of Director of Office of Neighborhood Services

No Action Taken; Discussion & Presentation Only

14. Emergency Interim Ordinance Related to Off-Premise Alcohol Sales

No Action Taken; Discussion & Presentation Only

15. Crypto Kiosk Ban Ordinance

No Action Taken; Discussion & Presentation Only

16. Council Staff Updates

- a. Katherine Fairborn, City Council Budget Director, presentation and discussion
- b. Erik Poulsen, Manager of Intergovernmental Affairs
- c. Giacobbe Byrd, Director, City Council Office, presentation and discussion
- d. Intern & Extern Reports
  - i. Danielle Groth
  - ii. William Helman
  - iii. Chris Nielsen

**Consent Items**

- 1. 1970 – Fire – Ambulance Transport Contract Amendment
- 2. 0410 – Outside Counsel Bond Counsel Services
- 3. 5300 – Structured – NETAPP AFF-A20HA Storage Upgrade
- 4. 0500 – Outside Counsel Contract Amendment
- 5. 0500 – Outside Counsel Contract Amendment
- 6. 5100 – Purchase of 2 Fleet Motor Pool Vehicles
- 7. 5100 – Purchase of 2 Pickups for Water Department
- 8. 5100 – Increase Value Blanket for Titan Truck Equipment
- 9. 5110 – Department of Ecology Grant Acceptance
- 10. 5100 – Contract with Mega Wash for Car Wash Services
- 11. 5100 – Purchase of Ballistic Door Panels for SPD Vehicles

**Executive session**

None.

**Adjournment**

The meeting adjourned at 2:18 PM

Minutes prepared and submitted for publication in the May 14, 2025, issue of the Official Gazette.

Prepared by:

Virginia Ramos

Approved by City Council on May 12, 2024.

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Betsy Wilkerson  
City Council President

Attest:

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Terri L. Pfister  
City Clerk

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Safety and Community Health Committee**  
**City Council Chambers**  
**May 5, 2025**

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**Call to Order:** 12:03 PM

Recording of the meeting may be viewed here: <https://vimeo.com/1081642372>

**Attendance**

Committee Members Present:

Council Member Michael Cathcart, Council President Betsy Wilkerson (arrived at 12:04), Council Member Zack Zappone, Council Member Paul Dillon, Council Member Kitty Klitzke, Council Member Lili Navarrete.

Members Absent:

Council Member Jonathan Bingle

**Agenda Items**

1. 0680 - MONTHLY REPORT ON PUBLIC SAFETY UNIFORM OVERTIME - KEVIN SCHMITT (0 minutes)
2. 0680 - STRATEGIC INITIATIVES MONTHLY UPDATE - JACQUI MACCONNELL (0 minutes)
3. 0680 - PHOTO RED MONTHLY UPDATE - DAVE SINGLEY (0 minutes)
4. OFFICE OF THE POLICE OMBUDS MARCH REPORT - BART LOGUE (0 minutes)
5. 0680 - SIT AND LIE MONTHLY UPDATE - STEVE WOHL (0 minutes)
6. 0680 - FIRST QUARTER 2025 POLICE SEIZURE/FORFEITURE REPORT – DAVE SINGLEY (0 minutes)

**Discussion Items**

1. FIRE CHIEF UPDATE - MIKE FORBES + DARIN NEIWERT (10 minutes)
2. POLICE CHIEF UPDATE - KEVIN HALL (minutes)
3. COMMUNITY COURT UPDATE - SARAH THOMPSON (15 minutes)

4. HARM REDUCTION PRESENTATION - DR. LUIS MANRIQUEZ (minutes)
5. 1970 FIRE - SMC FIRE CODE UPDATE - LANCE DAHL (15 minutes)
6. 5901-SBO - FIRE DEPARTMENT SIP LOAN - MATT BOSTON (5 minutes)
7. 5901 - FIRE DEPARTMENT SIP LOAN - MATT BOSTON (5 minutes)
8. 1560 - SBO – SPD NIBIN SITE - KEVIN HALL (5 minutes)
9. 5800 - SETTLEMENT RESOLUTION - MATT BOSTON (5 minutes)
10. 1970 - SBO – EMS CARES PT TO FT POSITION - JULIE O'BERG (5 minutes)
11. 5901-SBO - FIRE DEPARTMENT SIP LOAN - MATT BOSTON (5 minutes)
12. 1560- SBO – PURCHASE OF MULTI-PURPOSE ARMORED VEHICLE - KEVIN HALL (5 minutes)
13. 0520 ORDINANCE ESTABLISHING THE H.O.M.E. STARTS HERE INITIATIVE – ADAM MCDANIEL (10 minutes)
14. 0520 ORDINANCE CODIFYING BEST PRACTICES FOR SITING AND ACTIVATION OF INCLEM - ADAM MCDANIEL (10 minutes)
15. 0520 ORDINANCE REGARDING OBSTRUCTING ACCESS TO AND UNAUTHORIZED CAMPING UPO - ADAM MCDANIEL (10 minutes)
16. 0520 AN ORDINANCE REGARDING AGGRESSIVE SOLICITATION - ADAM MCDANIEL (5 minutes)

### **Consent Items**

1. 1970 FIRE PRE-APPROVAL FOR STRUCTURAL AND WILDLAND HOSE PURCHASE. (FIRE)
2. 1970 FIRE - JANITORIAL SERVICES FOR SFD FACILITIES (FIRE)
3. SPD NIBIN SITE SOLE SOURCE RESOLUTION (POLICE)
4. 5800 SETTLEMENT RESOLUTION (CITY ATTORNEY)

### **Executive Session**

None.

### **Public Testimony**

1. Emilie Cameron

2. Barry Barfield
3. Julie Garcia

**Adjournment**

The meeting adjourned at 2:40 PM

Minutes prepared and submitted for publication in the May 14, 2025, issue of the Official Gazette.

Jackson Deese, Legislative Assistant

Approved by City Council on May 12, 2025.

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Betsy Wilkerson  
City Council President

Attest:

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Terri L. Pfister  
City Clerk



## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

4/15/2025

**Clerk's File #**

ORD C36677

**Cross Ref #**

OPR 2025-0139

**Project #**

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Requisition #**

**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Council Sponsor(s)**

KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** YES

**Public Works?** NO

**Agenda Item Name**

4490 - SBO FOR DEPARTMENT OF ECOLOGY CARBON CAPTURE STUDY GRANT

### **Agenda Wording**

Special Budget Ordinance for the receipt and distribution of grant funds from the Department of Ecology - Climate Commitment Act grant for a carbon capture study at the Waste to Energy Facility.

### **Summary (Background)**

The Washington State Department of Ecology has awarded the Waste to Energy Facility \$650,000 of Climate Commitment Act funding for a feasibility and engineering study on carbon emissions reduction. The contract for this study was approved by City Council on 1/23/2025 (RES 2025-0007 and OPR 2025-0073). In order to utilize these funds without impacting the facility's expense budget, a special budget ordinance is needed to increase the facility's expenses and revenues by the grant award amount of \$650,000.

**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?**

Not applicable.

**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**

Not applicable

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ 650,000	
Current Year Cost		\$ 650,000	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
This is a special budget ordinance that will increase the facility's expense budget and revenue budget in order to receive the grant award funds and pay the contractor for the study.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 650,000	# 4490-98817-37080-54101-19081	
Revenue	\$ 650,000	# 4490-98817-37079-33431-19081	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		One-Time	
<b>Funding Source Type</b>		Grant	
<b>Is this funding source sustainable for future years, months, etc?</b>			
This is a one-time grant that will not be received on a recurring basis.			
<b>Expense Occurrence</b>		One-Time	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>MANAGEMENT &amp;</u></b>	STRATTON, JESSICA
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>ACCOUNTING -</u></b>	BROWN, SKYLER
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	



ORDINANCE NO C36677

AMENDING ORDINANCE NO. C36626, ENTITLED IN PART, "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", AND AMENDING IT TO ACCEPT A GRANT FROM DEPARTMENT OF ECOLOGY FOR CLIMATE COMMITMENT ACT FUNDING.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

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

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

- 1) Increase revenue by \$650,000.
  - A) Of the increased revenue, \$650,000 is provided solely from Department of Ecology.
- 2) Increase appropriation by \$650,000.
  - A) Of the increased appropriation, \$650,000 is provided solely for professional services in the Department of Ecology program.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from grant received from Department of Ecology for Climate Commitment Act funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Consent**Date Rec'd**

4/14/2025

**Clerk's File #**

RES 2025-0029

**Cross Ref #**

OPR 2025-0353

**Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

SOLID WASTE DISPOSAL

**Bid #**

SOLE SOURCE

**Contact Name/Phone**

DAVID PAINE 625-6878

**Requisition #**

CR 27469

**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

KKLITZKE JBINGLE

**Sponsoring at Administrators Request**

NO

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

4490 SOLE SOURCE RESOLUTION AND CONTRACT FOR NERC/FERC

**Agenda Wording**

Five year sole source resolution and contract with McCoy Power Consultants (Genoa, NV) to provide Reliability Standards Monitoring for the Waste to Energy Facility from 7/1/25-6/30/30 and a total cost of \$500,000.00.

**Summary (Background)**

All power producers are required to comply with National Electric Reliability Corporation (NERC) and Federal Energy Regulatory Commission (FERC) Reliability Standards. Non-compliance can lead to extensive fines, and the City does not have the internal experience to develop, implement and maintain the program. McCoy Power Consultants of Genoa, NV, developed the program currently used. It would require a significant cost to create a new program and open the City up to additional risks.

**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?**

Not applicable.

**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**

Not applicable.

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    YES			
Total Cost		\$ 500,000.00	
Current Year Cost		\$ 100,000.00	
Subsequent Year(s) Cost		\$ 100,000.00	
<b><u>Narrative</u></b>			
This is a contractual services expense for regulatory compliance that is planned for annually in the Solid Waste Disposal budget.			
<b>Amount</b>		<b>Budget Account</b>	
Expense	\$ 500,000.00	# 4490-44100-37148-54201	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Funding Source</b>		Recurring	
<b>Funding Source Type</b>		Program Revenue	
<b>Is this funding source sustainable for future years, months, etc?</b>			
Yes			
<b>Expense Occurrence</b>		Recurring	
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>PURCHASING</u></b>	PRINCE, THEA
<b><u>Division Director</u></b>	FEIST, MARLENE		
<b><u>Accounting Manager</u></b>	ALBIN-MOORE, ANGELA		
<b><u>Legal</u></b>	HARRINGTON,		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
Steve McCoy, smccoy@mccoypwr.com		mdorgan@spokanecity.org	
jsalstrom@spokanecity.org		tprince@spokanecity.org	
rrinderle@spokanecity.org			

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring McCoy Power Consultants (MPC) a sole-source provider and authorizing the City to directly enter into contract with MPC in lieu of public bidding for maintaining annual compliance with NERC/FERC Reliability Standards for the Waste to Energy Facility (WTEF) for a five (5) year period for approximately \$100,000 annually without public bidding.

WHEREAS, The City must without interruption maintain compliance with the many laws, standards and regulations that govern the WTEF; and

WHEREAS, the WTE Facility must be in compliance with numerous National Electric Reliability Corporation (NERC) "Reliability Standards" such as NERC/FERC; and

WHEREAS, non-compliance with these "Reliability Standards" can lead to fines in excess of tens to hundreds of thousands of dollars; and

WHEREAS, the City does not have the internal experience to develop, implement and maintain the program necessary for compliance with these Reliability Standards; and

WHEREAS, MPC has unique experience with the application and implementation of the NERC reliability standards; and

WHEREAS, the City previously hired MPC to conduct a compliance gap analysis, which revealed non-compliance with many of the Reliability Standards, thus the City hired MPC to rewrite the complete compliance program and procedures and bring the City into full compliance; and

WHEREAS, the owner of MPC and other principal consultants at MPC work for and developed the compliance monitoring standards and methods used by the current auditing organization; and

WHEREAS, the current program the WTEF has implemented is based on MPG programs and templates; and

WHEREAS, the WTEF has been very successful using the MPC programs and templates, passing several audits, spot checks and annual self-certification requirements with no compliance violations ever being found; and

WHEREAS, the cost of McCoy Power Consultants exceeds the 2024 procurement threshold of \$50,000.

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares McCoy Power Consultants a sole source and authorizes staff to contract with McCoy Power Consultants in lieu

of public bidding for maintain compliance of the NERC/FERC Reliability Standards at the WTEF for a period of five (5) years without further City Council action at an estimated cost of \$100,000 each year.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: NERC/FERC RELIABILITY  
STANDARDS MONITORING**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCOY POWER CONSULTANTS, INC.**, whose address is PO Box 530, Genoa NV 89411 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the purpose of this Agreement is to contract for consulting services to maintain annual compliance with NERC/FERC Reliability Standards Monitoring for the Waste to Energy Facility (WTEF); and*

*WHEREAS, the Consultant has been deemed a Sole Source provider.*

*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 July 1, 2025, and ends on June 30, 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 Program Technical Description which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, 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 **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus tax if applicable, in accordance with the City of Spokane Pricing attached as Exhibit C. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224. **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](http://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. 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

B. 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.

C. 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.

**McCOY POWER CONSULTANTS, 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 to this Contract:**

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's Program Technical Description

Exhibit C – City of Spokane Pricing



## 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**

**(Note: Exhibit B is marked “confidential.” To make inquiries about viewing it, please contact the City Clerk’s Office at [clerks@spokanecity.org](mailto:clerks@spokanecity.org) or 509-625-6350. It is likely third-party notification will need to be provided to the affected vendor in the event of a public records request.)**

## EXHIBIT C

City of Spokane Pricing

1	7/1/25	6/30/26	\$7,900.00	\$0.00	0.00%
2	7/1/26	6/30/27	\$8,100.00	\$200.00	2.47%
3	7/1/27	6/30/28	\$8,100.00	\$0.00	0.00%
4	7/1/28	6/30/29	\$8,300.00	\$200.00	2.41%
5	7/1/29	6/30/30	\$8,300.00	\$0.00	0.00%

< Business Lookup

License Information:

New searchBack to results

Entity name:MCCOY POWER CONSULTANTS INC

Business name:MCCOY POWER CONSULTANTS INC

Entity type:Corporation

UBI #:605-457-230

Business ID:001

Location ID:0001

Location:Active

Location address:2389 JACKS VALLEY ROAD  
GENOA NV 89411

Mailing address:PO BOX 530  
GENOA NV 89411-0530

Excise tax and reseller permit status:Click here

Secretary of State information:Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Mar-31-2026	Mar-08-2024

Owners and officers on file with the Department of Revenue

Owners and officers	Title
MCCOY, STEVEN W	owner

The Business Lookup information is updated nightly. Search date and time: 4/15/2025 12:38:51 PM

Contact us

How are we doing?  
Take our survey!

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2025

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 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 Lisa M Koch Agency, LLC 1560 US HIGHWAY 395 N STE A MINDEN, NV 89423 (775) 783-9422 (074/601)	CONTACT NAME: Lisa M Koch Agency, LLC	
	PHONE A/C No. Ext: (775) 783-9422	FAX (A/C No.): (844) 450-1821
	E-MAIL ADDRESS: lkoch@amfam.com	
INSURED McCoy Power Consultants INC. PO Box 530 Genoa, NV 89411	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Midvale Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 27138	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BODILY INJURY \$ \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	CP00013225	06/24/2024	06/24/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	E & O Professional Liability	N	N	EONNVG280887962	02/14/2025	02/14/2026	Each Occurrence/Aggregate \$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 2900 South Geiger Blvd Spokane, WA 99224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## ADDITIONAL REMARKS SCHEDULE

AGENCY: LISA M KOCH AGENCY, LLC		NAMED INSURED: MCCOY POWER CONSULTANTS INC
POLICY NUMBER: CP00013225		
CARRIER: Midvale Indemnity Company	NAIC CODE 27138	EFFECTIVE DATE: 06/24/2024

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Consulting The City of Spokane and its officers are additional insured but only with respect to the company's services to be provided under this agreement.	

ACORD 101 (2008/01)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Spokane

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/19/2025

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<b>PRODUCER</b>  FARMERS INSURANCE GROUP JEFF BROOKS INSURANCE AGENCY INC 1987 N CARSON ST # 65 CARSON CITY NV 89701		<b>CONTACT NAME:</b> JEFF BROOKS  <b>PHONE (A/C, NO, EXT):</b> 775-515-4406 <b>FAX (A/C, NO):</b> 775-515-4409  <b>E-MAIL ADDRESS:</b> jbrooks1@farmersagent.com		
<b>INSURED</b>  MCCOY POWER CONSULTANTS INC PO BOX 530 GENOA NV 89411		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Truck Insurance Exchange		21709
		INSURER B: Farmers Insurance Exchange		21652
		INSURER C: Mid Century Insurance Company		21687
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY							
	PROJECT							
	LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS	Y	606786296	03/23/2025	BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY			03/23/2026	PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Spokane is listed as an additional insured for policy # 606786296.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE JEFF BROOKS
---	---



# CERTIFICATE OF LIABILITY INSURANCE

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03/19/2025

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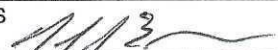
<b>PRODUCER</b>  FARMERS INSURANCE GROUP JEFF BROOKS INSURANCE AGENCY INC 1987 N CARSON ST # 65 CARSON CITY NV 89701	<b>CONTACT NAME:</b> JEFF BROOKS	
	<b>PHONE (A/C, NO, EXT):</b> 775-515-4406	<b>FAX (A/C, NO):</b> 775-515-4409
	<b>E-MAIL ADDRESS:</b> jbrooks1@farmersagent.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Truck Insurance Exchange 21709	
<b>INSURED</b>  MCCOY POWER CONSULTANTS INC PO BOX 530 GENOA NV 89411	<b>INSURER B:</b> Farmers Insurance Exchange 21652	
	<b>INSURER C:</b> Mid Century Insurance Company 21687	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y		606786296	03/23/2024	03/23/2025	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Spokane is listed as an additional insured for policy # 606786296.

<b>CERTIFICATE HOLDER</b>  CITY OF SPOKANE 808 W SPOKANE FALLS BLVD SPOKANE WA 99201	<b>CANCELLATION</b>  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 JEFF BROOKS 
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**From:** [Puckett, Stephanie](#)  
**To:** [Dorgan, Michelle](#)  
**Cc:** [Koegler, Shelly](#); [Boston, Matthew](#)  
**Subject:** RE: OPR\_2020-0416\_-\_Contract\_w\_McCoy Executed.pdf  
**Date:** Monday, March 31, 2025 2:56:39 PM  
**Attachments:** [image001.jpg](#)

---

Hi Michelle,

Ok to waive Worker's Comp as it is not required since vendor has stated he does not have any employees.

Thanks

---

**From:** Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>  
**Sent:** Monday, March 31, 2025 1:51 PM  
**To:** Puckett, Stephanie <[spuckett@spokanecity.org](mailto:spuckett@spokanecity.org)>  
**Subject:** RE: OPR\_2020-0416\_-\_Contract\_w\_McCoy Executed.pdf

Here is the email from him stating that...

---

**From:** Puckett, Stephanie <[spuckett@spokanecity.org](mailto:spuckett@spokanecity.org)>  
**Sent:** Monday, March 31, 2025 1:46 PM  
**To:** Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>  
**Subject:** RE: OPR\_2020-0416\_-\_Contract\_w\_McCoy Executed.pdf

Thanks Michelle,

Can you have him state that those employees are indeed independent contractors?

An email is fine.

---

**From:** Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>  
**Sent:** Monday, March 31, 2025 1:40 PM  
**To:** Puckett, Stephanie <[spuckett@spokanecity.org](mailto:spuckett@spokanecity.org)>  
**Subject:** RE: OPR\_2020-0416\_-\_Contract\_w\_McCoy Executed.pdf

The employees listed on the website are all 1099 contractors. Is there any specific evidence I can ask him for to prove that?

---

**From:** Puckett, Stephanie <[spuckett@spokanecity.org](mailto:spuckett@spokanecity.org)>  
**Sent:** Monday, March 31, 2025 1:01 PM  
**To:** Dorgan, Michelle <[mdorgan@spokanecity.org](mailto:mdorgan@spokanecity.org)>  
**Cc:** Boston, Matthew <[mboston@spokanecity.org](mailto:mboston@spokanecity.org)>  
**Subject:** RE: OPR\_2020-0416\_-\_Contract\_w\_McCoy Executed.pdf



## **Agenda Sheet for City Council:**

**Committee:** PIES **Date:** 04/21/2025

**Committee Agenda type:** Discussion

**Date Rec'd**

4/16/2025

**Clerk's File #**

RES 2025-0030

**Cross Ref #**

**Project #**

**Council Meeting Date:** 05/12/2025

**Submitting Dept**

MAYOR

**Bid #**

**Contact Name/Phone**

ADAM 6779

**Requisition #**

N/A

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

ZZAPPONE BWILKERSON

**Sponsoring at Administrators Request**

NO

**Lease?** NO

**Grant Related?** NO

**Public Works?** NO

**Agenda Item Name**

0520 - NO TURN ON RED RESOLUTION - RIVERSIDE NEIGHBORHOOD

### **Agenda Wording**

A resolution supporting the implementation of a 'No Turn on Red' policy within the Riverside Neighborhood to enhance pedestrian safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane.

### **Summary (Background)**

The City of Spokane Comprehensive Plan calls for the City to develop and maintain "pedestrian-oriented neighborhoods" with key actions that include using pedestrian safety strategies on high bicycle and pedestrian traffic corridors.

**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?**

Spokane Municipal Code 16A.84.020 recognizes transportation safety as a top transportation priority and seeks to enhance walking routes to schools, parks, retail locations, employment centers, and desirable destinations for centers.

**Council Subcommittee Review**

N/A

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

## RESOLUTION 2025 – 0030

A resolution supporting the implementation of a ‘No Turn on Red’ policy within the Riverside Neighborhood to enhance pedestrian safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane.

**WHEREAS**, the City of Spokane Comprehensive Plan calls for the City to develop and maintain “pedestrian-oriented neighborhoods” with key actions that include pedestrian safety strategies on high bicycle and pedestrian traffic corridors; and

**WHEREAS**, City of Spokane Comprehensive Plan Transportation Chapter Goal TR 6 intends for the City’s transportation actions to “improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center”; and

**WHEREAS**, City of Spokane Comprehensive Plan Urban Design and Historic Preservation Policy DP 4.2 calls on the City to “promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas; and

**WHEREAS**, Spokane Municipal Code 16A.84.020 recognizes transportation safety as a top transportation priority and seeks to enhance walking routes to schools, parks, retail locations, employment centers, and desirable destinations for centers; and

**WHEREAS**, the Spokane Downtown Plan has the goal of energizing streets and alleys downtown as active pedestrian and bike-friendly connections; and

**WHEREAS**, the City of Spokane’s Pedestrian Master Plan identifies prohibiting turns on red as a best practice to “improve pedestrian comfort and safety at signalized intersections; and

**WHEREAS**, “No Turn on Red” is an evidence-based transportation safety tool to be used at targeted intersections with high pedestrian activity and the potential for dangerous conflicts between vehicles, pedestrians, and cyclists; and

**WHEREAS**, Mayor Brown’s Executive Order 2024-0007, “Safe Streets for All – Transportation Safety Directive,” tasked City staff to make recommendations to the Mayor and Council on intersections or within specific zones of the city where the implementation of “No Turn on Red” will likely reduce conflicts between vehicles, pedestrians, and cyclists; and

**WHEREAS**, City staff has identified intersections within the Riverside Neighborhood where the implementation of a “No Turn on Red” policy will enhance transportation safety and strengthen the pedestrian environment for residents and visitors to downtown Spokane, with an initial focus on approaches along Main Avenue;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Spokane that it hereby supports the implementation of “No Turn on Red” at key intersections within the Riverside Neighborhood, with an initial focus on approaches along Main Avenue.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/16/2025

**Clerk's File #**

RES 2025-0031

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

PUBLIC WORKS

**Bid #****Contact Name/Phone**

MARLENE FEIST 509-625-6505

**Requisition #****Contact E-Mail**

MFEIST@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Council Sponsor(s)**

KKLITZKE BWILKERSON

**Sponsoring at Administrators Request**

NO

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

MONAGHAN STATUE RELOCATION &amp; STREET SAFETY PROJECT

**Agenda Wording**

Resolution authorizing relocation of the Monaghan Monument.

**Summary (Background)**

The City's elected leaders have prioritized street safety enhancements, particularly in the core, to improve protection for pedestrians and bicyclists. One prioritized project involves a reconfiguration turning movements onto Riverside from Monroe to slow traffic. That project requires the relocation of the Monaghan Monument that is located within the public right of way at this location. At the same time, the City has received a variety of feedback from the public about the legacy of this monument. John R. Monaghan was a member of the first graduating class at Gonzaga University, the first person in Washington state to attend the United States Naval Academy, and was killed while serving as an officer aboard the U.S.S. Philadelphia during the Second Samoan Civil War. Nonetheless, the language used in dedicating the monument no longer reflects the values and beliefs of the present day.

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

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

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

N/A

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

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

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

The Public Works Department work plans and projects are consistent with annual budget strategies to manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

**Council Subcommittee Review**

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

RESOLUTION NO. 2025-0031

A RESOLUTION AUTHORIZING THE RELOCATION OF  
THE JOHN R. MONAGHAN MONUMENT FROM THE CITY PUBLIC RIGHT OF WAY

WHEREAS, feedback from members of the Spokane community have reflected a broad spectrum of views concerning the legacy of the John R. Monaghan Monument (“Monaghan Monument”); and

WHEREAS, the Spokane City Council passed a resolution on July 5, 1899, appropriating \$1,000 towards the construction of the Monument; and

WHEREAS, the City Council adopted Ordinance No. A1655 on July 5, 1904, dedicating land in the intersection of Riverside Avenue and Monroe Street for the placement of the Monaghan Monument; and

WHEREAS, the Monaghan Monument was dedicated on October 25, 1906; and

WHEREAS, the Monaghan Monument is located in the City’s right of way, impacting the City’s ability to implement planned transportation improvement projects at that location; and

WHEREAS, City staff have been in communication with members of the Monaghan family, the results of which demonstrate a shared commitment to relocating the Monaghan Monument; and

WHEREAS, the Fairmount Memorial Association has agreed to accept relocation of the Monaghan Monument;

WHEREAS, City Administrative Policy 0014-07-01, adopted in 2007, provides that any artwork in the City’s collection may be subject to deaccession and disposition to private parties with the approval of the City Council; and

WHEREAS, the installation and City investment in the Monaghan Monument predates the establishment of the City’s Public Art Inventory and administrative policy, but it is appropriate to formally recognize the relocation of the Monaghan Monument and the City Council’s role in any disposition of City artwork;

NOW, THEREFORE, be it resolved, by the City Council of the City of Spokane that the Council:

1. Authorizes the relocation of the John R. Monaghan Monument from the City's public right of way and;
2. Authorizes the transfer of all of the City's interest in the Monaghan Monument, including ownership interest, to the Monaghan Monument to the Monaghan family; and
3. Supports the efforts of the Public Works Director and appropriate staff to initiate the process for the relocation of Monaghan Monument; and
4. Supports the efforts of the Mayor's Office to coordinate with the Monaghan family to arrange for the transfer and relocation of the Monaghan Monument.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

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City Clerk

Approved as to Form

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Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/14/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/9/2025

**Clerk's File #**

ORD C36675

**Cross Ref #****Project #****Council Meeting Date:** 05/05/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

BWILKERSON ZZAPPONE

**Sponsoring at Administrators Request**

NO

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

0520 ORDINANCE RELATING TO THE DESIGN REVIEW BOARD

**Agenda Wording**

This ordinance would add a 9th member to the Design Review Board "with experience in the building and construction trades".

**Summary (Background)**

The intent is to maintain the professional nature of this board by adding an experienced worker with professional experience in the building trades such as a carpenter, painter, roofer, sheet metal worker etc. while adding a ninth member to make it an odd-numbered board.

**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 ordinance amends Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code.

**Council Subcommittee Review**

N/A

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



## **ORDINANCE NO. C36675**

An ordinance relating to the Design Review Board; amending Sections 04.13.015 and 04.13.025 of the Spokane Municipal Code.

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

**Section 1.** That Section 04.13.015 of the Spokane Municipal Code is amended to read as follows:

### **Section 04.13.015 Design Review Board**

The ~~((design review board))~~ Design Review Board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
- B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's ~~((comprehensive plan))~~ Comprehensive Plan;
- C. advocate for the aesthetic quality of Spokane's public realm;
- D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
- E. provide flexibility in the application of design standards as allowed through design standard departures; and
- F. ensure that public facilities and projects within the City's right-of-way:
  - 1. wisely allocate the City's resources,
  - 2. serve as models of design quality.

**Section 2.** That Section 04.13.025 of the Spokane Municipal Code is amended to read as follows:

### **Section 04.13.025 Composition and Qualification**

The ~~((design review board))~~ Design Review Board shall consist of ~~((eight))~~ nine (9) members as follows:

- A. One architect.

- B. One landscape architect.
- C. One urban planner or urban designer.
- D. One civil or structural engineer.
- E. One member of the City (~~((arts commission))~~) Arts Commission
- F. One real estate developer.
- G. One citizen-at-large.
- H. One designated liaison from the (~~((community assembly))~~) Community Assembly.
- I. One member experienced in the building and construction trades.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/21/2025**Committee Agenda type:** Discussion**Date Rec'd**

4/16/2025

**Clerk's File #**

ORD C36676

**Cross Ref #****Project #****Council Meeting Date:** 05/12/2025**Submitting Dept**

MAYOR

**Bid #****Contact Name/Phone**

ADAM 6779

**Requisition #**

N/A

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Council Sponsor(s)**

ZZAPPONE KKLITZKE

**Sponsoring at Administrators Request**

NO

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

PLAY STREETS &amp; NEIGHBORHOOD BLOCK PARTY PROGRAM ORDINANCE

**Agenda Wording**

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

**Summary (Background)**

This program will make it easier for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood play and community activities, such as block parties. This program will begin in June and run through Halloween.

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

All designated Spokane Play Streets are free and open to the public, and will allow car-free spaces for neighborhood and community-centered activities, and places for children to 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?**

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 Spokane's Safe Streets efforts.

**Council Subcommittee Review**

N/A

<b>Fiscal Impact</b>			
Approved in Current Year Budget?    NO			
Total Cost		\$ \$40,000	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<b><u>Narrative</u></b>			
<b>Amount</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
Select	\$	#	
<b>Funding Source</b>			
<b>Funding Source Type</b> Select			
<b>Is this funding source sustainable for future years, months, etc?</b>			
<b>Expense Occurrence</b>			
<b>Other budget impacts (revenue generating, match requirements, etc.)</b>			
<b>Approvals</b>		<b>Additional Approvals</b>	
<b><u>Dept Head</u></b>	SCOTT, ALEXANDER	<b><u>PURCHASING</u></b>	NECHANICKY, JASON
<b><u>Division Director</u></b>			
<b><u>Accounting Manager</u></b>	ZOLLINGER, NICHOLAS		
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	PICCOLO, MIKE		
<b>Distribution List</b>			
		amcdaniel@spokanecity.org	
nzollinger@spokanecity.org			

ORDINANCE NO. C36676

An ordinance authorizing and supporting the creation of a play streets and neighborhood block party program; adopting a new section 16A.84.090 of the Spokane Municipal Code.

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

**Section 1 .** There is enacted a new section 16A.84.090 of the Spokane Municipal Code to read as follows:

**Section 16A.84.090 Play Streets and Block Parties**

A. The Director of Transportation and Sustainability, in coordination with any impacted divisions and departments, may establish a play streets and neighborhood block party program to create opportunities for neighbors to temporarily close non-arterial streets to provide car-free safe spaces for neighborhood and community-centered activities, including but not limited to block parties, community gatherings, and places for children to play.

B. A special event permit is required for a play street or block party closure provided that permit and application fees shall be waived for any play street or block party that is free and open to the public, on a non-arterial street, no greater than one block, does not include an intersection, and does not require traffic control personnel.

C. The City shall develop program policies and procedures consistent with this section.

PASSED by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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Mayor

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Date

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Effective Date