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 June 8, 2026, 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 June 8, 2026:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 249 217 29618; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 699 17004; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, June 5, 2026, and ending at 6:00 p.m. on Monday, June 8, 2026, via the online testimony sign-up form link which can be accessed by clicking https://my.spokanecity.org/citycouncil/meetings/signup/ or in person outside council chambers beginning at 8:00 a.m. on June 8, 2026. 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 withing 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

UPDATED DRAFT COUNCIL AGENDA

MEETING OF MONDAY, JUNE 8, 2026

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 MICHAEL CATHCART
COUNCIL MEMBER SARAH DIXIT
COUNCIL MEMBER KATE TELIS
COUNCIL MEMBER PAUL DILLON
COUNCIL MEMBER KITTY KLITZKE
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 on the Council's documents webpage. (https://my.spokanecity.org/citycouncil/documents/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. (https://my.spokanecity.org/citycouncil/documents/)**

AGENDA REVIEW SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

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

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 3:30 p.m. Agenda Review Session or the 6:00 p.m. Legislative Session)

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Climate Resilience and Sustainability Board: One Reappointment – Ryan Arnold	Confirm	CPR 2024-0030
CHHS Board: One Reappointment – David Edwards	Confirm	CPR 2012-0033

REPORTS, CONTRACTS, AND CLAIMS

The reports, contracts, and claims 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 reports, contracts, and claims agenda.

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

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase from Freightliner Northwest (Spokane) of one 2026 Freightliner M2106 chassis including reinstallation of existing equipment and van body for Wastewater Maintenance Department—$158,143.97 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) Rick Giddings	Approve	OPR 2026-0486
2. Value Blanket for purchase from Kanadevia-Inova Matrix Services, LLC (Pascoag, RI) for feeder and grate parts as needed for the Waste to Energy Facility from July 1, 2026, through June 30, 2027—not to exceed $1,000,000 (incl. tax). (Council Sponsor: Council Member Klitzke) Trace Bradburn	Approve	OPR 2026-0487 ITB 6449-26

3.	Consultant Agreement with David Evans and Associates Inc. (Spokane) for the design of Chestnut Street Bridge Scour Mitigation Project from May 18, 2026, through December 31, 2026—$61,211. (Council Sponsor: Council Member Klitzke) Dan Buller	Approve	OPR 2026-0488 ENG 2022093
4.	Public Works Agreement with Contract Design (Spokane) utilizing the Omnia Partners Cooperative Purchasing Agreements, Herman Miller Contract No. 2020000622 and Fellowes Inc, Contract R221001 to provide project design, project management and installation of modular furniture on the fourth floor of City Hall from July 1, 2026, through January 31, 2027—$136,361.86 (incl. tax). (Council Sponsors: Council Members Klitzke and Zappone) Dave Steele	Approve	OPR 2026-0489
5.	Public Works Agreement with Day Management Corp. dba Day Wireless Systems (Milwaukie, OR) for removal and replacement of the existing roof-anchored radio tower at the Water Department Main Administration Office with a new self-supporting radio tower from June 1, 2026, through May 31, 2027—$110,119 (plus tax). (Council Sponsors: Council President Wilkerson and Council Member Klitzke) Dave Steele	Approve	OPR 2026-0490 IPWQ 6530-26
6.	Consultant Agreement with Columbia Engineering Group, Inc. (Vancouver, WA) to provide a Power Grounding, and Lightning Protection Study from May 1, 2026, through April 30, 2027—not to exceed $65,000 (plus tax). (Council Sponsor: Council Member Zappone) Stephen C. Williams	Approve	OPR 2026-0491 RFQu 6476-26
7.	Interlocal Cooperation Agreement with Spokane County to complete a chip seal project on Frederick Avenue, between Freya Street and Havana Street—$86,050 (plus tax). (Council Sponsor: Council President Wilkerson) Clint Harris	Approve	OPR 2026-0492
8.	Personal Services Agreement with Rezatec Global, Inc. (Wilmington, DE) for a Geospatial Analyses and Risk Assessments for Potable Water Pipelines from June 1, 2026, through May 31, 2027—$104,942 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Klitzke and Zappone) Reiner Hershaw	Approve	OPR 2026-0493 RFP 6524-26

Council President Wilkerson requests motion on behalf of Engineering Services to defer the following item to June 15, 2026, Agenda (OPR 2026-0494):

9.	**Low Bid of (to be determined at bid opening) (City, ST) for 2026 Local Access Grind & Overlay & Chipseal - $(_____). An administrative reserve of 10.5% of the contract will be set aside. 0.5% of that 10.5% will be used as a reward, where applicable and where payable, for contractors who meet Washington State apprenticeship requirements. (Various Neighborhoods) (Council Sponsor: Council Member Klitzke)** **Dan Buller**	**Approve**	**OPR 2026-0494** **ENG 2026044**
10.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2026, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		**CPR 2026-0002**
	b. Payroll claims of previously approved obligations through _____, 2026: $_____.		**CPR 2026-0003**
11.	**Minutes:**	**Approve All**	
	a. City Council Meeting Minutes: _____, 2026.		**CPR 2026-0013**
	b. City Council Standing Committee Meeting Minutes: _____, 2026.		

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2026-0038 **Relating to the Sewer Connection Amnesty Program for connection of septic systems to public sewer. (Council Sponsors: Council Members Klitzke and Zappone)**
Chris Averyt

RES 2026-0039 **Delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051. (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Arielle Anderson

ORD C36883 **Regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Cathcart)**
Paul Dillon

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, the individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during the calendar month. Each speaker is limited to no more than two (2) minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (https://my.spokanecity.org/citycouncil/documents/) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here https://my.spokanecity.org/citycouncil/meetings/signup/. (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.

ADJOURNMENT

The June 8, 2026, Regular Legislative Session of the City Council will be held and is adjourned to June 15, 2026.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd., Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 06/08/2026

Date Rec'd	5/13/2026		
Clerk's File #	CPR 2024-0030		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF RYAN ARNOLD TO THE CLIMATE RESILIENCE AND		

Agenda Wording

Reappointment of Ryan Arnold to the Climate Resilience and Sustainability Board (CRSB) for a term of April 29, 2026 to April 28, 2028.

Summary (Background)

Reappointment of Ryan Arnold to the Climate Resilience and Sustainability Board (CRSB) for a term of April 29, 2026 to April 28, 2028.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 06/08/2026

Date Rec'd	5/16/2026		
Clerk's File #	CPR 2012-0033		
Cross Ref #			
Project #			
Submitting Dept	MAYOR	**Bid #**	
Contact Name/Phone	ADAM 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Boards and Commissions		
Council Sponsor(s)			
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	REAPPOINTMENT OF DAVID EDWARDS TO THE CHHS BOARD		

Agenda Wording

Reappointment of David Edwards to the CHHS Board for a term of May 1, 2026 to April 30, 2029.

Summary (Background)

Reappointment of David Edwards to the CHHS Board for a term of May 1, 2026 to April 30, 2029.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director			
Accounting Manager			
Legal			
For the Mayor	PICCOLO, MIKE		

Distribution List	

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/5/2026		
Clerk's File #	OPR 2026-0486		
Cross Ref #			
Project #			
Submitting Dept	FLEET SERVICES	**Bid #**	SOURCEWELL
Contact Name/Phone	RICK GIDDINGS 5096257706	**Requisition #**	RE 20978
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	5100 - PURCHASE OF FREIGHTLINER M2106 CHASSIS FOR WASTEWATER		

Agenda Wording

Fleet Services would like to purchase 1 2026 Freightliner M2106 chassis for the Wastewater Maintenance Department.

Summary (Background)

Wastewater's 2026 vehicle replacement plan includes the replacement of an older construction van chassis with a 2026 Freightliner M2106 chassis. The existing equipment and van body will be retained for reinstallation on the new unit. Purchase will be from Freightliner Northwest using Sourcewell Contract 032824-DAI. Total price including the body swap, upfit and sales tax will be $158,143.97.

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

Lifecycle data is collected by Fleet Services for future analysis.

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

Aligns with CIP and Centralized Fleet Management Policy.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 158,143.97
Current Year Cost	$ 158,143.97
Subsequent Year(s) Cost	$ 0

Narrative

Will be purchased using a cooperative contract following all City competitive purchasing rules.

Amount		Budget Account
Expense	$ 158,143.97	# 4310-43387-94350-56404-10081
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Reserves

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

Yes

Expense Occurrence	One-Time

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

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

Distribution List

RGIDDINGS@SPOKANECITY.ORG	Tprince@spokanecity.org

Prepared for:
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Phone: (509) 625-6403

Prepared by:
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FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

A proposal for
SPOKANE CITY OF

Prepared by
FREIGHTLINER NORTHWEST
Conrad Eubanks

Apr 13, 2026

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

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TABLE OF CONTENTS

SPECIFICATION PROPOSAL 4
CONDENSED SPECIFICATION PROPOSAL 20

Prepared for:
Thea Prince
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SPOKANE, WA 99224
Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30M	M2 PRL-30M (EFF:MY27 ORDERS)		
Data Version			
DRL-032	SPECPRO21 DATA RELEASE VER 032		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-227	2027 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		

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Phone:

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-006	UTILITY BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 20.5 ft		
AF3-1V2	GENERAL TRUCK EQUIPMENT		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79U-004	PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80C-001	ENGINE BRAKE WITH CRUISE CONTROL ENABLED AT 2 MPH ABOVE SET SPEED, 2 MPH INCREMENT BETWEEN BRAKING LEVELS		
80G-022	PTO MINIMUM RPM - 775		
80S-001	PTO 1, DASH SWITCH, STATIONARY OPERATION		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		

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Data Code	Description	Weight Front	Weight Rear
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-998	NO MUFFLER/TAILPIPE SHIELD	-10	
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
120-998	NO COOLANT FILTER	-10	

Data Code	Description	Weight Front	Weight Rear
266-100	700 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-007	PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

Data Code	Description	Weight Front	Weight Rear
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-073	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-802	CUSTOMER INSTALLED CHELSEA 442 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON & ZF		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		

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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-024	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
46E-001	STANDARD AIR MANAGEMENT UNIT		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
1AZ-998	NO TRAILER RECEPTACLE BRACKET		
310-998	NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame			
545-560	5600MM (220 INCH) WHEELBASE		
546-122	8.0MM X 89.0MM X 261MM STEEL FRAME (0.31X3.50X10.28 INCH) 140KSI	220	30
552-050	2175MM (86 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-20	100

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Data Code	Description	Weight Front	Weight Rear
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 154.92 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 151.92 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 345.05 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 119.62 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 122.3 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		

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Data Code	Description	Weight Front	Weight Rear
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-14F	BRIDGESTONE R213 ECOPIA 11R22.5 14 PLY RADIAL FRONT TIRES	6	
094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		76
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	-8	
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-16
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		

Data Code	Description	Weight Front	Weight Rear
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-100	LED LOW BEAM AND HIGH BEAM HEADLIGHTS WITH INTEGRATED HEATED LENS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-020	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
055-017	PROFESSIONAL TRIM PACKAGE		
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
70K-016	CARBON WITH BASE BLACK ACCENT		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	

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Data Code	Description	Weight Front	Weight Rear
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	60	20
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		

	Data Code	Description	Weight Front	Weight Rear
	763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
	540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls				
*	4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
		$C1B0071ZZ,C1C0082ZZ,C1D0083ZZ,C1E0084ZZ		
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	732-998	NO INSTRUMENT PANEL-DRIVER		
	734-025	CONFIGURABLE UPPER PANEL WITH INTEGRATED LOWER STORAGE		
	87L-003	ENGINE PTO SPEED CONTROL WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
	870-001	BLACK GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
	48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
	48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		

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163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
A87-998	NOT APPLICABLE - UNIT NOT SPEC'D WITH DETROIT ASSURANCE		
72J-998	NO DR ASSIST SYSTEM		
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
49B-006	ELECTRONIC STABILITY CONTROL,4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
749-998	NO CB RADIO MOUNTING PROVISION		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		

Prepared for:
Thea Prince
SPOKANE CITY OF
915 N Nelson St
Spokane, WA 99202
Phone: (509) 625-6403

Prepared by:
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-125	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO END OF FRAME, CAPPED		
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
4C4-005	HARDWIRE SWITCH #4,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		

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10310 W WESTBOW ROAD
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Phone:

	Data Code	Description	Weight Front	Weight Rear
	298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
	87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance				
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options				
*	999-999	SOURCEWELL DEALER PROGRAM		
		CITY OF SPOKANE MEMBER # 33592		
Sales Programs				
	PMY-3G9	CY26 MY27 BUSINESS QUOTE SALES PROGRAM		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6184 lbs	3793 lbs	9977 lbs
Total Weight+	6184 lbs	3793 lbs	9977 lbs

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SPOKANE, WA 99224
Phone:

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Phone:

C O N D E N S E D S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
002-004	SET BACK AXLE - TRUCK		
Engine			
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Engine Equipment			
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
Transmission			
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
Front Suspension			
620-1E9	12,000# MONO TAPERLEAF FRONT SUSPENSION		
Rear Axle and Equipment			
420-1N0	MERITOR MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-614	6.14 REAR AXLE RATIO		
Rear Suspension			
622-003	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
Wheelbase & Frame			
545-560	5600MM (220 INCH) WHEELBASE		
546-122	8.0MM X 89.0MM X 261MM STEEL FRAME (0.31X3.50X10.28 INCH) 140KSI	220	30
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
Tires			

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10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
093-14F	BRIDGESTONE R213 ECOPIA 11R22.5 14 PLY RADIAL FRONT TIRES	6	
094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		76
Wheels			
502-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS	-8	
505-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		-16
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6184 lbs	3793 lbs	9977 lbs
Total Weight+	6184 lbs	3793 lbs	9977 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

WESTERN STAR NORTHWEST

FREIGHTLINER NORTHWEST

FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name: City Of Spokane
Address: 910 N Nelson St
City: Spokane State: WA Zip: 99202
Business Phone: (509) 625-7865 Cell Phone:

Order Date: 4 / 13 / 2026
Estimated Delivery Date: / / 2026
Sales Rep: Conrad Eubanks
Customer Email: rgiddings@spokanecity.org

Quantity Ordered	1
Base Price Per Unit	$ 99,505.00
Federal Excise Tax Per Unit	$
Subtotal Price Per Unit	$ 99,505.00
Additional Description	
Sourcewell Contract # 032824-DAI	
Sourcewell Customer Member # 33592	
Additional Items Per Unit *(Not included in base price)*	
	$
L&M Body Install	$ 45,000.00
	$
	$
	$
	$
	$
Administration Fee	$ 200.00
Title/Transfer Fee Per Unit	$
Trip/Fuel Permit Per Unit	$
Subtotal:	$ 144,705.00
Sales Tax Rate: 9.300 %	$ 13,438.97
Less: Deposit	$ 0.00
Less: Cash Down Payment	$ 0.00
Less: Net Trade-in Allowed	$ 0.00
Unpaid Balance	$ 158,143.97
(DUE ON DELIVERY)	

Stock Number: TBD ☑ New ☐ Used
VIN Number: TBD
Year: 2026 Color: White
Make: Freightliner
Model: M2106
Tractor/Truck/Trailer: Truck

TRADE IN: CONDITION REPORT REQUIRED

Year Make Model
Body Type Color
VIN Number
Loan Balance Owed To
Address
City State Zip
Trade Allowance $
Balance Owing $
Equity $ 0.00

SALES LOCATION

- ☐ Mt. Vernon, WA (877) 848-0472
- ☐ Pacific, WA (800) 282-0699
- ☐ Olympia, WA (855) 245-4635
- ☐ Ridgefield, WA (360) 887-7562
- ☑ Spokane, WA (888) 744-0390
- ☐ Union Gap, WA (800)!378-9478
- ☐ Nampa, ID (208) 461-4751
- ☐ Hermiston, OR (800) 657-5408
- ☐ La Grande, OR (800) 843-1195
- ☐ Coburg, OR (541) 225-2030
- ☐ Redmond, OR (541) 548-7497
- ☐ Medford, OR (541) 779-4622
- ☐ Kapolei, HI (808) 682-4315
- ☐ Redding, CA (530) 241-4412

Signature X
Date X

VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Spokane Order Date 4 / 13 / 2026

Sales Rep Conrad Eubanks

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose,with regard to the products purchased; and that in no event shall GordonTruck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

PRICE INCREASES: Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

VEHICLE DELIVERY TERMS: Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

FEDERAL EXCISE TAX: (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
   a. Instructions are available for customer reference
4. Cashier's Check
   a. Must be from local banks only – out of state transactions are wire transfer/ACH only
   b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT(VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Spokane

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative X _____

Date _____ X _____

Gordon Truck Centers Inc.

Accepted This Date By:

X _____ , Sales Manager

Date _____

GORDON TRUCK CENTERS DEALER FAMILY

City of Spokane, Sourcewell Member # 33592

MY27 Freightliner M2106 Quote Details

Sourcewell Contract 032824-DAI

Freightliner M2106 Chassis Pricing:

Cab & Chassis Retail Price	$153,085.00
Sourcewell Discount	$(53,580.00)
Chassis Subtotal:	**$99,505.00**

Additional Items:

L&M Body Swap/Upfit	$45,000

Summary

Chassis Price	$99,505.00
Additional Items Total	$45,000
WA State Sales Tax 9.3%	$13,438.97
Admin Fee	$200.00
Total Sale Price	**$158,143.97**

L&M Truck Sales
SALES • RENTAL • SERVICE

4001 E Boone Ave. Spokane, WA 99202 (509) 535-4175

April 13, 2026

Freightliner Northwest
Conrad Eubanks
conrad.eubanks@freightlinernw.com
(253) 405-0493

City of Spokane Wastewater Department Freightliner M2106

Prep new chassis, cut frame rails to appropriate length. Install new PTO, model/part number 34-P-315REVB. Remove complete body and all wiring from existing chassis and install on new chassis. Inspect and replace any marker lights as needed. Remove Waltco lift gate and ladders from existing chassis, repair and repaint any components as needed, install on new chassis. Remove complete compressor system from existing chassis, including cooler, air tanks, air lines, hoses, wiring, and in-cab controls and install on new chassis. Remove complete generator system from existing chassis, including wiring, controls, and fuel plumbing, install on new chassis. Install new toolboxes on new chassis, dimensions to match all toolboxes on existing chassis. Remove front cone holders from existing chassis, paint and install on new chassis. Install Betts fully rotational LED lights on rear corners of body. Install Whelen L32L-AF 6” LED beacon light class 1, installed at rear corners of body and wired to dash switch inside cab.

Pre-build, mid-build, and post-build inspections to ensure customers’ needs and satisfaction are met.

Option Items:

Replacement Palfinger lift gate ILO of removing and installing existing lift gate

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: GORDON TRUCK CENTERS, INC.

Business name: FREIGHTLINER NORTHWEST

Entity type: Profit Corporation

UBI #: 600-633-770

Business ID: 001

Location ID: 0006

Location: Active

Location address: 10310 W WESTBOW BLVD
SPOKANE WA 99224-9411

Mailing address: 277 STEWART RD SW
PACIFIC WA 98047-2155

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Miscellaneous Vehicle Dealer	06025		View Plates	Active	Jul-31-2026	Aug-19-2015
Motor Vehicle Dealer Subagency	00579		View Plates	Active	Jul-31-2026	Aug-19-2015
Spokane General Business - Non-Resident				Active	Jul-31-2026	Apr-28-2015

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GORDON, LARRY J	
GORDON, SCOTT A	
GORDON, VIRGINIA A	

Registered Trade Names

Registered trade names	Status	First issued
FREEDOM TRUCK CENTERS	Active	Apr-17-2015
FREIGHTLINER NORTHWEST	Active	Nov-18-2016
GORDON TRUCK PARTS	Active	Feb-03-2023
PACIFIC TRUCK CENTERS	Active	Sep-22-2015
SELECTRUCKS OF SEATTLE	Active	Jan-26-2022
VALLEY FREIGHTLINER	Active	Sep-13-2016
WESTERN STAR NORTHWEST	Active	Dec-20-2016

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/7/2026 8:54:46 AM

Contact us

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	4/22/2026		
Clerk's File #	OPR 2026-0487		
Cross Ref #			
Project #			
Submitting Dept	SOLID WASTE DISPOSAL	**Bid #**	ITB 6449-26
Contact Name/Phone	TRACE 625-6524	**Requisition #**	RN 310
Contact E-Mail	TBRADBURN@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	VALUE BLANKET AWARD FOR THE PURCHASE OF FEEDER AND GRATE PARTS		

Agenda Wording

Value blanket award to Kanadevia-Inova Matrix Services, LLC (Pascoag,RI) for the as-needed purchase of feeder and grate parts for the Waste to Energy Facility from 7/1/2026-6/30/2027 and a total cost not to exceed $1,000,000.00, including tax.

Summary (Background)

The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On April 4, 2026, bidding closed on ITB 6449-26 for the as needed purchase of these parts. Kanadevia-Inovia Matrix Services, LLC was the only respondent. The resulting value blanket award would be for one-year with the possibility of four (4) additional one-year renewals.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 1,000,000.00
Current Year Cost	$
Subsequent Year(s) Cost	$

Narrative

This is a routine repair and maintenance supply expense that is planned for annually in the Solid Waste Disposal budget and is only used as-needed.

Amount		Budget Account
Expense	$ 1,000,000.00	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	Recurring
Funding Source Type	Program Revenue

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

Yes

Expense Occurrence	Recurring

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

Approvals		Additional Approvals	
Dept Head	BRADBURN, TRACE	PURCHASING	WAHL, CONNIE
Division Director	FEIST, MARLENE		
Accounting Manager	ALBIN-MOORE, ANGELA		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Bid Response Summary

Bid Number ITB 6449-26
Bid Title Feeder Grate Parts - As Needed Annual Requirement
Bid Base Currency USD
Due Date Monday, April 20, 2026 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Kanadevia-Inova Matrix Services LLC
Submitted By Linette Lloyd - Monday, April 13, 2026 11:43:10 AM [(UTC-08:00) Pacific Time (US & Canada)]
Linette.Lloyd@kanadevia-inova.com 865-777-7413
Comments

Question Responses

Group	Reference Number	Question	Response
ADDENDA			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1
BACKGROUND			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. It began operating in 1991, and utilizes two Babcock and Wilcox refuse fired boiler units and operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require vendors to provide high service levels. COS WTEF is initiating this Invitation To Bid (ITB) to solicit Bids from Vendors who have a proven ability to provide spec'd Feeder Grate Parts as needed meeting the specifications of this bid, in regard to form, fit and function to enable non-altering installation , to enable COS WTEF to merely change changeout items as needed by performing a drop in replacements into existing Von Roll incinerator and grate operating system employed at the COS WTEF.	Understood and Agreed
	#2	Annual estimated expenditure is $550,000 or less. This is an estimate only and the City of Spokane does not guarantee it. Vendor(s) will only be paid for actuals placed, delivered, accepted.	Understood and Agreed
	#3	Awarded Vendor would be responsible for providing the COS WTEF with Feeder Grate Parts as needed during the life of the resulting Value Blanket Order to include any options or renewals.	Understood and Agreed
SUBMISSION OF BIDS			

	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Understood and Agreed
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	Understood and Agreed
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Understood and Agreed
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the any resulting Value Blanket Order.	Understood and Agreed
WITHDRAWAL OF BIDS			
	#1	Bidders may withdrawal Quotes prior to the scheduled bid due date and time. Unless otherwise specified, no Quote may be withdrawn for a minimum of ninety (90) calendar days after the bid due date.	Understood and Agreed
EVALUATION OF BIDS			
	#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. Any other information having a bearing on the decision to award Value Blanket Order.	Understood and Agreed
BIDDING ERRORS			

	#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Understood and Agreed
REJECTION OF BIDS			
	#1	The City reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the City's best interest, and to accept or reject all or part of this Bid at prices shown.	Understood and Agreed
AWARD OF VALUE BLANKET ORDER			
	#1	Any resulting Value Blanket Order shall be awarded by City Council, if applicable, to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. Unsuccessful Bidders will not automatically be notified of Bid results.	Understood and Agreed
PAYMENT TERMS			
	#1	Net 30 (unless otherwise agreed to). Payment shall be made via direct deposit/ACH (unless otherwise agreed to) after receipt of the goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Understood and Agreed
INVOICING			
	#1	Invoices must be submitted to Spokane Solid Waste Disposal within 30 days of a delivery. • All Invoices shall include Value Blanket Number, Quantity and Item Types Delivered, and all applicable Unit Pricing per Value Blanket, and Applicable Tax. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the delivered items and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all required support is provided. Invoices shall be emailed to mdorgan@spokanecity.org.	Understood and Agreed

TERMS AND CONDITIONS			
	#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If selected response is: "I do not acknowledge and do not agree", include requested exception on separate page and title as "Exception to Terms and Conditions", and upload in response #1.1 below. The City will consider and determine if exception will be accepted.	I acknowledge and agree
	#1.1	EXCEPTIONS: To Terms and Conditions, if you took exception above, upload here.	
	#2	ELIGIBILITY FOR CITY CONTRACTS: Section 18.09.050 of the Spokane Municipal Code states that the recipient of a City contract, award or purchase order shall certify that it is not knowingly or intentionally a nuclear weapons producer. The Bidder certifies that his/her firm is not a nuclear weapons producer.	I Certify
Polychlorinated Biphenyls (PCBs)			
	#1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Understood and Agreed
	#2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Yes
	#3	If so, were PCBs found at a measurable level?	Yes
	#4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Yes
	#5	If so, note from whom the results can be obtained.	
	#6	Do you have reason to believe the product contains measurable levels of PCBs?	Yes
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Yes
BIDDER INFORMATION			

	#1	Please indicate the appropriate point of contact (including Name, Title, Phone Number, and Email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Linette Lloyd Spare Parts Manager 865-774-7413 linette.lloyd@kanadevia-inova.com
ORGANIZATION			
	#1	Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here:	Corporation
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT			
	#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business license and City of Spokane endorsement. See Doing Business in Spokane - City of Spokane, Washington: https://my.spokanecity.org/business/doing-business for additional resources. If the Bidder does not believe it is required to obtain a business registration, it may complete the Business License Exemption Request Form: https://static.spokanecity.org/documents/business/doingbusiness/business-license-exemption-request-form-2025-05-22.pdf and submit to City Taxes & Licensing to request an exemption status determination.	Understood and Agreed
	#2	City of Spokane Business Registration Number	605961194
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			

	1	All materials submitted to the City in responses to this competitive procurement shall become the property of the City. All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW. When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and an opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response within 10 business days from the date of the notice. If no injunction is obtained, the City is legally required to release the records. The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response	Understood and Agreed
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Bidder (is ___, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			

	#1	Bidder (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids	Understood and Agreed
TERM OF VALUE OF BLANKET ORDER			
	#1	Any Value Blanket Order resulting from this ITB will be for an initial one-year base period, beginning approximately July 1, 2026, and terminates on June 30, 2027.	I acknowledge and agree
VALUE BLANKET ORDER RENEWAL OPTIONS OR EXTENSIONS			
	#1	Option renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The resulting value blanket may be extended for four (4) additional one-year periods with the total contract period not to exceed five (5) years.	I acknowledge and agree
GENERAL INSTRUCTIONS			
	#1	The items to be furnished by the Vendor on this bid must be of the latest possible design and production.	Understood and Agreed
	#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	Understood and Agreed
	#3	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.	Understood and Agreed

	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	Understood and Agreed
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid(s) deemed to be in the best interest of the City.	Understood and Agreed
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. The City may choose from more than one vendor.	Understood and Agreed
	#7	As applicable Safety Data Sheets must be included with Bid. Upload Here:	
	#8	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Understood and Agreed
SPECIAL INSTRUCTIONS - GENERAL			
	#1	If the products differ from the provisions contained herein, these differences must be explained in detail.	I acknowledge and agree
	#2	Vendors found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and agree
	#3	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused.	I acknowledge and agree
	#4	Successful bidder shall furnish standard warranty. State Warranty here:	Mfg. base warranty
	#5	Federal and State laws governing this product and its final certification must be satisfied.	Understood and Agreed
	#6	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	Understood and Agreed
	#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of any order release against Value Blanket Order.	Understood and Agreed
	#8	If you took exception to above, explain in detail.	
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and agree

	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design in regard to form, fit and function, to enable COS WTEF to merely change changeout existing items as needed by performing a drop in replacements into existing operating systems currently employed at WTEF.	Understood and Agreed
	#2.1	The City does not have any drawings to provide bidders.	Understood and Agreed
	#2.2	From the Documents Tab, Bidder must download the "Technical Sheet ITB 6449-26", complete and upload here. Should Bidder not complete form, bid will be considered non-responsive.	Technical Sheet- ITB 6449-26 (3 Pages).PFD (3).pdf
	#3	Any Feeder and Grate Parts delivered that do not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the Vendor.	I acknowledge and agree
	#4	Bidders must submit cover letters stating qualifications for supplying specified items to the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of Feeder and Grate Parts. Upload Letter.	2026 Renewal Letter (002) (1).pdf
	#5	If you took exception to above, explain in detail.	
DELIVERY - F.O.B. Delivery Point			
	#1	Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I acknowledge and agree
	#1.1	Vendor shall ensure deliveries to the WTEF are to be made from 7:30 a.m. to 2:30 p.m., Monday through Friday. (NOTE: DELIVERIES SHOULD BE RECEIVED BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; Vendors must provide order confirmations for each deliver requested providing estimated delivery date. All vendors will be held responsible to comply with the established receiving program. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	I acknowledge and agree
	#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I acknowledge and agree

	#3	We (I) will deliver complete _____ calendar days after receipt of order(s):	Based on Parts lead time
	#4	All packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein.	I acknowledge and agree
	#5	If you took exception to any of the above, explain in detail.	
DELIVERY DELAY			
	#1	The acceptance of late performance by the COS WTEF shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I acknowledge and agree
	#2	When items ordered are not delivered within the terms and time frame established by the resulting Value Blanket, COS WTEF may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I acknowledge and agree
PRICING			
	#1	Sales Tax: The City will apply applicable tax to Bidder’s response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I acknowledge and agree
	#2	Annual Quantities shown on “Pricing Form” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.	I acknowledge and agree
	#2.1	Order History: From the Documents Tab, Bidders has reviewed order history from July 1, 2021 through January 5, 2026, that was used to derive annual estimated more or less order quantities.	I acknowledge and agree
	#3	I understand that the awarded Vendor will be responsible for all Transportation and Freight related charges, to ensure the delivery of any orders placed to the COS WTEF.	I acknowledge and agree

	#4	Pricing shall be firm throughout the initial one-year base period, July 1, 2026 through June 30, 2027, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support, throughout the life of the value blanket to include any renewal options.	I acknowledge and agree
	#4.1	Complete Pricing Tab. Pricing is not to include sales tax.	I acknowledge and agree
	#5	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original Value Blanket Order, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City.	I acknowledge and agree
	#5.1	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I acknowledge and agree
	#5.2	An approved price increase will become effective after the approval of the increase.	I acknowledge and agree
	#5.3	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City.	I acknowledge and agree
	#5.4	Retroactive price increase adjustments will not be considered.	I acknowledge and agree
	#5.5	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Value Blanket Order.	I acknowledge and agree
	#6	During the term of the Value Blanket Order, should the Vendor realize any declines at the manufacturer’s level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor shall immediately request that an amendment to the Value Blanket Order to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor shall immediately notify the City of any such contracts entered into by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.	I acknowledge and agree

	#7	ADDITIONAL GRATE FEEDER PARTS OR RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional Feeder Grate Parts or Related Items are needed that are not listed on Pricing Form the City reserves the right to contact the Vendor at the future point(s) in time to obtain Vendor's current pricing reflective of any markup or discount, for additional Grate Feeder Parts or Related Items not listed on Pricing Form; the City would reserve the right to purchase additional Feeder Grate Parts or Related Items from the Vendor via the Value Blanket Order, to ensure the City's needs are met.	I acknowledge and agree
	#8	If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	If you have additional information/documents to submit, upload them here.	
	#2	If you have additional information/documents to submit, upload them here.	
	#3	If you have additional information/documents to submit, upload them here.	
	#4	If you have additional information/documents to submit, upload them here.	
	#5	If you have additional information/documents to submit, upload them here.	

Pricing Responses

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

Annual Quantities shown on “Pricing Tab” are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax										
	#1	1278 (01150ME164) Nut, Cap, 5/8"-11 304SS	Base	Each	4.00	$	USD	$5.79	$23.16	
	#2	1316 (01150ME161) Angle Mounting, 1" 309SS	Base	Each	1.00	$	USD	$155.13	$155.13	

	#3	1317 (01150ME160) Angle Mounting, 2" 309SS	Base	Each	6.00	$	USD	$189.90	$1,139.40	
	#4	1318 (01150ME163) Stud, Weld, Header Protection	Base	Each	20.00	$	USD	$8.49	$169.80	
	#5	1907 (01159ME050) Kit, Mounting, Grate Thermocouple	Base	Each	1.00	$	USD	$248.82	$248.82	
	#6	1003114 (01159ME600) Roller Assembly, Vivax	Base	Each	14.00	$	USD	$1,196.27	$16,747.78	
	#7	032C051 (01150ME148) Plate, Header Protection	Base	Each	7.00	$	USD	$318.21	$2,227.47	
	#8	032D307 (01159ME473) Holding Device, Roof Element (w/nubs)	Base	Each	74.00	$	USD	$105.50	$7,807.00	
	#9	032D403 (01159ME122) Roof Element Middle	Base	Each	77.00	$	USD	$239.45	$18,437.65	
	#10	032D405 (01159ME114) Roof Element LH Grate	Base	Each	78.00	$	USD	$182.90	$14,266.20	

#11	032D406 (01159ME118) Roof Element RH Grate	Base	Each	60.00	$	USD	$182.90	$10,974.00	
#12	32B0013 (01156ME146) Plate, Front Ram Feeder Middle Bottom	Base	Each	1.00	$	USD	$142.49	$142.49	
#13	32B0014 (01156ME142) Plate, Front Ram Feeder Bottom	Base	Each	1.00	$	USD	$131.86	$131.86	
#14	32B1545 (01156ME100) Plate, Discharge, Ram Feeder Drop-off	Base	Each	5.00	$	USD	$344.52	$1,722.60	
#15	32B1560 Butting Ring, Grate Carriage Roller (Minimum Qty Per Order 6)	Base	Each	6.00	$	USD	$35.65	$213.90	
#16	32B1561 (01159ME238) Spacer, Grate Carriage Roller	Base	Each	7.00	$	USD	$50.51	$353.57	
#17	32B1562 (01159ME216) Wear Plate	Base	Each	1.00	$	USD	$181.22	$181.22	
#18	32B1563 (01159ME461) Distance Plate 7.8"	Base	Each	1.00	$	USD	$1.69	$1.69	

#19	32B1600 Roller, Grate (Wheel Only)	Base	Each	5.00	$	USD	$673.90	$3,369.50	
#20	32B1658 (01159ME212) Plate, Wear, Grate Carriage Roller	Base	Each	8.00	$	USD	$136.90	$1,095.20	
#21	32B1659 (01159ME214) Plate, Wear, Grate Carriage Frame Rear	Base	Each	2.00	$	USD	$151.06	$302.12	
#22	32B1660 (01159ME458) Distance Plate 4.3"	Base	Each	1.00	$	USD	$3.28	$3.28	
#23	32B1661 (01159ME460) Distance Plate 4.9"	Base	Each	1.00	$	USD	$1.28	$1.28	
#24	32B1663 (01159ME462) Guard, Axel, Grate Cylinder Bolt (Keeper)	Base	Each	7.00	$	USD	$4.01	$28.07	
#25	32B1664 (01159ME422) Spacer	Base	Each	1.00	$	USD	$14.65	$14.65	
#26	32B1690 (01159ME246) Nut, Swivel, Tension Rod Long	Base	Each	162.00	$	USD	$34.24	$5,546.88	

	#27	32C0002 (01156ME102) Plate, Discharge, Ram Feeder Upper Drop-Off	Base	Each	2.00	$	USD	$344.82	$689.64	
	#28	32C0008 (01156ME122) Plate, Corner Cover	Base	Each	1.00	$	USD	$328.55	$328.55	
	#29	32C0009 (01156ME126) Plate, Corner Cover	Base	Each	1.00	$	USD	$328.55	$328.55	
	#30	32C0010 (01156ME136) Plate, Front Ram Feeder	Base	Each	3.00	$	USD	$157.38	$472.14	
	#31	32C0011 (01156ME132) Corner Piece, Ram Feeder Front	Base	Each	1.00	$	USD	$242.44	$242.44	
	#32	32C1670 (01156ME110) Roof Element, LH Ram Sidewall	Base	Each	2.00	$	USD	$242.44	$484.88	
	#33	32C1671 (01156ME108) Roof Element, Ram Sidewall	Base	Each	3.00	$	USD	$172.38	$517.14	
	#34	32C1674 (01156ME112) Roof Element, RH Ram Sidewall	Base	Each	3.00	$	USD	$242.44	$727.32	

	#35	32D0011 (01156ME270) Base Plate, middle Ram	Base	Each	1.00	$	USD	$1,297.31	$1,297.31
	#36	32D0054 (01159ME585) Thermocouple Block (w/out thermocouple)	Base	Each	1.00	$	USD	$410.45	$410.45
	#37	32D1587 (01159ME204) Carriage Machining, LH	Base	Each	1.00	$	USD	$5,331.38	$5,331.38
	#38	32D1594 (01159ME206) Carriage Machining, RH	Base	Each	1.00	$	USD	$5,331.38	$5,331.38
	#39	32D1637 (01159ME210) Wedge, Grate Carriage Roller	Base	Each	6.00	$	USD	$620.39	$3,722.34
	#40	32L0012 (01156ME276) Base Plate, LH Ram	Base	Each	1.00	$	USD	$3,136.79	$3,136.79
	#41	32L1726 (01159ME452) Shield LH Grate Cylinder Shaft (U,G.H.)	Base	Each	4.00	$	USD	$60.86	$243.44
	#42	32R0012 (01156ME280) Base Plate, RH Ram	Base	Each	1.00	$	USD	$3,136.79	$3,136.79

#43	32R1726 (01159ME454) Shield RH Grate Cylinder Shaft (U,G.H.)	Base	Each	4.00	$	USD	$60.86	$243.44	
#44	BC18192 (01159ME440) Block Holding Tube - Fixed Row	Base	Each	6.00	$	USD	$1,431.54	$8,589.24	
#45	BC18202 (01159ME450) Block Holding Tube - Movable Row	Base	Each	8.00	$	USD	$1,668.75	$13,350.00	
#46	BD16202 (01159ME426) Beam, Transverse	Base	Each	1.00	$	USD	$1,250.74	$1,250.74	
#47	LU18182 (01159ME337) Tension Rod, LH Universal w/Hex Jam Nut, 39.15"	Base	Each	167.00	$	USD	$197.73	$33,020.91	
#48	M032408 (01159ME105) Grate Block, Side, Universal	Base	Each	234.00	$	USD	$430.63	$100,767.42	
#49	M032409 (01159ME109) Press Plate, RH, Universal	Base	Each	110.00	$	USD	$504.03	$55,443.30	
#50	M032410 (01159ME107) Press Plate, LH, Universal	Base	Each	74.00	$	USD	$504.03	$37,298.22	

	#51	M032420 (01159ME103) Grate Block, Small (European Design)	Base	Each	1,331.00	$	USD	$259.46	$345,341.26	
	#52	RU18182 (01159ME353) Tension Rod, RH Universal w/Hex Jam Nut, 39.15"	Base	Each	162.00	$	USD	$197.73	$32,032.26	
	#53	V451737 Bearing, Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	Base	Each	4.00	$	USD	$68.05	$272.20	
	#54	V621753 (01159ME222) Jam Nut, Rod End M45x1.5	Base	Each	1.00	$	USD	$13.27	$13.27	
	#55	Ring Lamella, Grate Carriage Roller (3 per set)	Base	Each	11.00	$	USD	$68.05	$748.55	
Total Base Bid	$740,076.07									

THESE NEXT THREE (3) PAGES MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION

TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Feeder and Grate Parts required:

Bidder must acknowledge each Technical Specification as follows:

A. "To Be Supplied" Column"

Bidder would initial when the product offered is:

- ☐ The same as individual specification stated
- ☐ Is equal to in regard to form, fit and function, or better than the individual specification; **in addition**, the Bidder must state its exact capabilities if different from specification stated.

B. "Exceptions" Column"

- ☐ Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective bid iten number.)

MINIMUM SPECIFICATION CALLED FOR				To Be Supplied	Exceptions
Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description		
1	1278	01150ME164	Nut, Cap, 5/8"-11 304SS	LL	
2	1316	01150ME161	Angle Mounting, 1" 309SS	LL	
3	1317	01150ME160	Angle Mounting, 2" 309SS	LL	
4	1318	01150ME163	Stud, Weld, Header Protection	LL	
5	1907	01159ME050	Kit, Mounting, Grate Thermocouple	LL	
6	1003114	01159ME600	Roller Assembly, Vivax	LL	
7	032C051	01150ME148	Plate, Header Protection	LL	
8	032D307	01159ME473	Holding Device, Roof Element (w/nubs)	LL	
9	032D403	01159ME122	Roof Element Middle	LL	
10	032D405	01159ME114	Roof Element LH Grate	LL	
11	032D406	01159ME118	Roof Element RH Grate	LL	
12	32B0013	01156ME146	Plate, Front Ram Feeder Middle Bottom	LL	

Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description	To Be Supplied	Exceptions
13	32B0014	01156ME142	Plate, Front Ram Feeder Bottom	LL	

14 15	32B1545 32B1560	01156ME100	Plate, Discharge, Ram Feeder Drop-off Butting Ring, Grate Carriage Roller	LL	
16	32B1561	01159ME238	Spacer, Grate Carriage Roller	LL	
17	32B1562	01159ME216	Wear Plate	LL	
18	32B1563	01159ME461	Distance Plate 7.8"	LL	
19	32B1600		Roller, Grate (Wheel Only)	LL	
20	32B1658	01159ME212	Plate Wear, Grate Carriage Roller	LL	
21	32B1659	01159ME214	Plate Wear, Grate Carriage Frame Rear	LL	
22	32B1660	01159ME458	Distance Plate 4.3"	LL	
23	32B1661	01159ME460	Distance Plate 4.9"	LL	
24	32B1663	01159ME462	Guard, Axel, Grate Cylinder Bolt (Keeper)	LL	
25	32B1664	01159ME422	Spacer	LL	
26	32B1690	01159ME246	Nut, Swivel, Tension Rod Long	LL	
27	32C0002	01156ME102	Plate, Discharge, Ram Feeder Upper Drop-off	LL	
28	32C0008	01156ME122	Plate, Corner Cover	LL	
29	32C0009	01156ME126	Plate, Corner Cover	LL	
30	32C0010	01156ME136	Plate, Front Ram Feeder	LL	
31	32C0011	01156ME132	Corner Piece, Ram Feeder Front	LL	
32	32C1670	01156ME110	Roof Element, LH Ram Sidewall	LL	
33	32C1671	01156ME108	Roof Element, Ram Sidewall	LL	
34	32C1674	01156ME112	Roof Element, RH Ram Sidewall	LL	
35	32D0011	01156ME270	Base Plate, Middle Ram	LL	
36	32D0054	01159ME585	Thermocouple Block (w/out thermocouple)	LL	
37	32D1587	01159ME204	Carriage Machining, LH	LL	
38	32D1594	01159ME206	Carriage Machining, RH	LL	

Bid Item #	Kanadevia Inova (Formerly Hitachi Zosen) Part Number	City of Spokane WTEF Part Number	Description	To Be Supplied	Exceptions
39	32D1637	01159ME210	Wedge, Grate Carriage Roller	LL	
40	32L0012	01156ME276	Base Plate, LH Ram	LL	
41	32L1726	01159ME452	Shield LH Grate Cylinder Shaft (U,G.H.)	LL	
42	32R0012	01156ME280	Base Plate, RH Ram	LL	
43	32R1726	01159ME454	Shield RH Grate Cylinder Shaft (U,G.H.)	LL	
44	BC18192	01159ME440	Block Holding Tube - Fixed Row	LL	
45	BC18202	01159ME450	Block Holding Tube - Movable Row	LL	
46	BD16202	01159ME426	Beam, Transverse	LL	

47	LU18182	01159ME337	Tension Rod, LH Universal. W/Hex Jam Nut, 39.15"	LL	
48	M032408	01159ME105	Grate Block, Side, Universal	LL	
49	M032409	01159ME109	Press Plate, RH, Universal	LL	
50	M032410	01159ME107	Press Plate, LH, Universal	LL	
51	M032420	01159ME103	Grate Block, Small (European Design)	LL	
52	RU18182	01159ME353	Tension Rod, RH Universal. W/Hex Jam Nut, 39.15"	LL	
53	V451737		Bearing Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	LL	
54	V621753	01159ME222	Jam Nut, Rod End M45x1.5	LL	
55			Ring Lamella, Grate Carriage Roller (3 per set)	LL	

Kanadevia Inova Matrix Services
59 Davis Dr.
Pascoag, RI 02859
www.kanadevia-inova.com

March 30, 2026

City of Tampa-McKay Bay Waste to Energy Facility
107 North 34th Street
Tampa, FL 33605

Attention: Erin Ellis
Procurement Analyst, Purchasing Department

Reference: City of Tampa- McKay Bay Waste to Energy Facility

Subject: Combustion Grate System R-10030 Provided by AE&E Von Roll, Hitachi Zosen Inova USA LLC, Kanadevia Inova U.S.A LLC, now Kanadevia Inova Matrix Services LLC

Dear Mr. Ellis,

As discussed, Hitachi Zosen Inova USA LLC, now Kanadevia Inova USA LLC has existed since 2011 and was formed when Hitachi Zosen Corporation, of Osaka, Japan purchased the Von Roll Inova company, assets and various technologies from Austrian Energy and Environmental. Four HZI R-10030 proprietary combustion grate systems were designed & fabricated for the Wheelabrator Environmental systems, McKay Bay in 1999-2000. KVI has Possession of and maintains rights to all combustion grate system related information and parts from Austin Energy and Environmental. This information includes all designs and drawings for your equipment, which are considered proprietary. KVI is the sole-source supplier of aftermarket items for your combustion grate system equipment.

Prices include standard freight to the plant in Tampa, FL. Any expedited freight will be billed as a passthrough cost. Any changes with tariffs may require a review of provided pricing.

On behalf of Kanadevia-Inova, I would like to thank you for your continued trust in our firm, and the rest of our team. We will continue to work hard to maintain your confidence, and we look forward to working with you in the coming years.

Sincerely,
Kanadevia Inova USA, LLC

Sebastian Nikolau Director
Regional Service Center

Linette Lloyd
Spare Parts Manager

CITY OF SPOKANE

NELSON CENTER PURCHASING

PHONE 509 625 6527

ITB 6449-26 Feeder Grate Parts - As Needed Annual Requirement

Annual Quantities shown on "Pricing Form" are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing quotes on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout Value Blanket Order term with a blanket order process. Payment will only be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

Vendor will be responsible for all Transportation and Freight related charges, to ensure the delivery of any orders placed to the COS WTEF.

Pricing shall be firm throughout the initial one-year base period, July 1, 2026 through June 30, 2027, unless due to extraordinary circumstances as documented by the Vendor and concurred with by the City; else Pricing Adjustments can be requested on the "anniversary of award" with justification support, throughout the life of the value blanket to include any renewal options.

					Kanadevia Inova Matrix Services LLC	
ADDITIONAL GRATE FEEDER PARTS OR RELATED ITEMS: Should it be realized by the City, at a later point(s) in time, during the life of Value Blanket Order, that additional Feeder Grate Parts or Related Items are needed that are not listed on Pricing Form the City reserves the right to contact the Vendor at the future point(s) in time to obtain Vendor's current pricing reflective of any markup or discount, for additional Grate Feeder Parts or Related Items not listed on Pricing Form; the City would reserve the right to purchase additional Feeder Grate Parts or Related Items from the Vendor via the Value Blanket Order, to ensure the City's needs are met					**Acknowledge and Agree**	
Bid Item #	**Kanadevia Inova (Formerly Hitachi Zosen) Part Number**	**City of Spokane WTEF Part Number**	**Item**	**QTY**	Unit Price	Extended Price
1	1278	01150ME164	Nut, Cap, 5/8"-11 304SS	**4**	$5.79	$23.16
2	1316	01150ME161	Angle Mounting, 1" 309SS	**1**	$155.13	$155.13
3	1317	01150ME160	Angle Mounting, 2" 309SS	**6**	$189.90	$1,139.40
4	1318	01150ME163	Stud, Weld, Header Protection	**20**	$8.49	$169.80
5	1907	01159ME050	Kit, Mounting, Grate Thermocouple	**1**	$248.82	$248.82
6	1003114	01159ME600	Roller Assembly, Vivax	**14**	$1,196.27	$16,747.78
7	032C051	01150ME148	Plate, Header Protection	**7**	$318.21	$2,227.47
8	032D307	01159ME473	Holding Device, Roof Element (w/nubs)	**74**	$105.50	$7,807.00
9	032D403	01159ME122	Roof Element Middle	**77**	$239.45	$18,437.65
10	032D405	01159ME114	Roof Element LH Grate	**78**	$182.90	$14,266.20
11	032D406	01159ME118	Roof Element RH Grate	**60**	$182.90	$10,974.00
12	32B0013	01156ME146	Plate, Front Ram Feeder Middle Bottom	**1**	$142.49	$142.49
13	32B0014	01156ME142	Plate, Front Ram Feeder Bottom	**1**	$131.86	$131.86
14	32B1545	01156ME100	Plate, Discharge, Ram Feeder Drop-off	**5**	$344.52	$1,722.60
15	32B1560		Butting Ring, Grate Carriage Roller	**6**	$35.65	$213.90
16	32B1561	01159ME238	Spacer, Grate Carriage Roller	**7**	$50.51	$353.57
17	32B1562	01159ME216	Wear Plate	**1**	$181.22	$181.22
18	32B1563	01159ME461	Distance Plate 7.8"	**1**	$1.69	$1.69
19	32B1600		Roller, Grate (Wheel Only)	**5**	$673.90	$3,369.50

20	32B1658	01159ME212	Plate Wear, Grate Carriage Roller	**8**	$136.90	$1,095.20
21	32B1659	01159ME214	Plate Wear, Grate Carriage Frame Rear	**2**	$151.06	$302.12
22	32B1660	01159ME458	Distance Plate 4.3"	**1**	$3.28	$3.28
23	32B1661	01159ME460	Distance Plate 4.9"	**1**	$1.28	$1.28
24	32B1663	01159ME462	Guard, Axel, Grate Cylinder Bolt (Keeper)	**7**	$4.01	$28.07
25	32B1664	01159ME422	Spacer	**1**	$14.65	$14.65
26	32B1690	01159ME246	Nut, Swivel, Tension Rod Long	**162**	$34.24	$5,546.88
27	32C0002	01156ME102	Plate, Discharge, Ram Feeder Upper drop-off	**2**	$344.82	$689.64
28	32C0008	01156ME122	Plate, Corner Cover	**1**	$328.55	$328.55
29	32C0009	01156ME126	Plate, Corner Cover	**1**	$328.55	$328.55
30	32C0010	01156ME136	Plate, Front Ram Feeder	**3**	$157.38	$472.14
31	32C0011	01156ME132	Corner Piece, Ram Feeder Front	**1**	$242.44	$242.44
32	32C1670	01156ME110	Roof Element, LH Ram Sidewall	**2**	$242.44	$484.88
33	32C1671	01156ME108	Roof Element, Ram Sidewall	**3**	$172.38	$517.14
34	32C1674	01156ME112	Roof Element, RH Ram Sidewall	**3**	$242.44	$727.32
35	32D0011	01156ME270	Base Plate, Middle Ram	**1**	$1,297.31	$1,297.31
36	32D0054	01159ME585	Thermocouple Block (w/out thermocouple)	**1**	$410.45	$410.45
37	32D1587	01159ME204	Carriage Machining, LH	**1**	$5,331.38	$5,331.38
38	32D1594	01159ME206	Carriage Machining, RH	**1**	$5,331.38	$5,331.38
39	32D1637	01159ME210	Wedge, Grate Carriage Roller	**6**	$620.39	$3,722.34
40	32L0012	01156ME276	Base Plate, LH Ram	**1**	$3,136.79	$3,136.79
41	32L1726	01159ME452	Shield LH Grate Cylinder Shaft (U,G.H.)	**4**	$60.86	$243.44
42	32R0012	01156ME280	Base Plate, RH Ram	**1**	$3,136.79	$3,136.79
43	32R1726	01159ME454	Shield RH Grate Cylinder Shaft (U,G.H.)	**4**	$60.86	$243.44
44	BC18192	01159ME440	Block Holding Tube - Fixed Row	**6**	$1,431.54	$8,589.24
45	BC18202	01159ME450	Block Holding Tube - Movable Row	**8**	$1,668.75	$13,350.00
46	BD16202	01159ME426	Beam, Transverse	**1**	$1,250.74	$1,250.74
47	LU18182	01159ME337	Tension Rod, LH Universal. W/Hex Jam Nut, 39.15"	**167**	$197.73	$33,020.91
48	M032408	01159ME105	Grate Block, Side, Universal	**234**	$430.63	$100,767.42
49	M032409	01159ME109	Press Plate, RH, Universal	**110**	$504.03	$55,443.30
50	M032410	01159ME107	Press Plate, LH, Universal	**74**	$504.03	$37,298.22
51	M032420	01159ME103	Grate Block, Small (European Design)	**1331**	$259.46	$345,341.26
52	RU18182	01159ME353	Tension Rod, RH Universal. W/Hex Jam Nut, 39.15"	**162**	$197.73	$32,032.26
53	V451737		Bearing Eich, Grate Carriage Roller, Roller Bearing BMIR 35/68 x 40/45	**4**	$68.05	$272.20
54	V621753	01159ME222	Jam Nut, Rod End M45x1.5	**1**	$13.27	$13.27
55			Ring Lamella, Grate Carriage Roller (3 per set)	**11**	$68.05	$748.55

Subtotal	**$740,076.07**
Tax 9.1%	**$67,346.92**
Total	**$807,422.99**

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: KANADEVIA INOVA MATRIX SERVICES LLC

Business name: KANADEVIA INOVA MATRIX SERVICES LLC

Entity type: Limited Liability Company

UBI #: 605-961-194

Business ID: 001

Location ID: 0001

Location: Active

Location address: 59 DAVIS DR
PASCOAG RI 02859-3507

Mailing address: 59 DAVIS DR
PASCOAG RI 02859-3507

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Nov-30-2026	Nov-25-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
KANADEVIA INOVA USA HOLDING INC	OWNER

The Business Lookup information is updated nightly. Search date and time: 4/15/2026 8:55:12 AM

Contact us

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/12/2026
Clerk's File #	OPR 2026-0488
Cross Ref #	OPR 2024-0432
Project #	2022093
Bid #	
Requisition #	CR 28626

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER (509) 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Council Sponsor(s)	KKLITZKE
Sponsoring at Administrators Request	NO
Lease? NO	**Grant Related?** YES **Public Works?** NO
Agenda Item Name	CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT - CONSULTANT

Agenda Wording

Consultant contract with David, Evans, and Associates (DEA) for the design of the Chestnut Street Bridge Scour Mitigation Project - $61,211.00.

Summary (Background)

This project will mitigate erosion damage to the piers of the Chestnut Street Bridge over Latah/Hangman Creek. The project is advertising for bids now, and construction is planned for this summer. This agenda item authorizes construction phase assistance from the consultant who designed the project.

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 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.

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

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

Council Subcommittee Review

N/A

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 61,211.00
Current Year Cost	$ 61,211.00
Subsequent Year(s) Cost	$

Narrative

This project is federally funded.

Amount		Budget Account
Expense	$ 61,211.00	# 3200-95164-95300-56501-86128
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Grant

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

Expense Occurrence	One-Time

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

Approvals		Additional Approvals	
Dept Head	MCDANIEL, ADAM	ACCOUNTING -	BROWN, SKYLER
Division Director	FEIST, MARLENE	PURCHASING	WAHL, CONNIE
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List

mgp@deainc.com	publicworksaccounting@spokanecity.org
tax&licenses@spokanecity.org	dbuller@spokanecity.org
eraea@spokanecity.org	

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): DAVID EVANS & ASSOCIATES Inc.	
Address 908 N. Howard, Suite 300, Spokane, WA 99201	Federal Aid Number BHOS-1220(041)
UBI Number 600 227 609	Federal TIN 93-0661195
Execution Date 5/18/2026	Completion Date 12/31/26
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Chestnut St. Bridge Scour Mitigation Construction Phase Support	
Description of Work This phase is to provide construction phase support (plans & spec intent and interpretation) for the already designed Chestnut St. Br. Erosion Mitigation project.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: 61,211.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: (509) 625-6391
Facsimile:

If to CONSULTANT:
Name: Martin Plass
Agency: David Evans & Associates Inc
Address: 7400 Mineral Dr Suite 111
City: Coeur d'Alene State: ID Zip: 83815
Email: mgp@deainc.com
Phone: (208) 635-7109
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller

Agency: City of Spokane

Address: 808 W. Spokane Falls Blvd

City: Spokane State: WA Zip: 99201

Email: dbuller@spokanecity.org

Phone: (509) 625-6391

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Project No.

See attached

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

N/A

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet Cities current survey datum if needed.

B. Roadway Design Files

Meet current roadway dimensions and profiles.

C. Computer Aided Drafting Files

Meet City current standards.

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" Format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway or bridge drawings which are available. These drawings will be in a "pdf" format.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email of "ftp" site

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit D

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Public Works Director
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

David Evans & Associates Inc.

whose address is

2100 S. Parkway, Suite 100, Portland, OR. 97201

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

David Evans & Associates Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Public Works Director

I hereby certify that I am the:

☒ Public Works Director

☐ Other

of the City of Spokane, and David Evans & Associates Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

David Evans & Associates Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

David Evans & Associates Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Chestnut St. Bridge Scour Mitigation Construction Phase Support* are accurate, complete, and current as of May 18, 2026**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: David Evans & Associates Inc.

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Scope of Work

Prepared for

City of Spokane, WA

CHESTNUT STREET BRIDGE SCOUR MITIGATION PROJECT – ADDENDUM #1

May 6, 2026

DAVID EVANS AND ASSOCIATES INC.

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Scope of Work

Project Description

The City of Spokane (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for design engineering and associated services for the Chestnut Street Bridge Scour Mitigation Project (PROJECT). The original agreement for this project included the development a long-term solution for the ongoing scour at the Chestnut St. Bridge Foundations. It included hydraulic analysis and design of scour countermeasures and stream bed and bank stabilization.

Services provided by the CONSULTANT will include Engineer of Record support during construction and Fish Removal services.

This Scope of Work uses the following references for the owner and their representative, the prime consultant, and other consultants:

- CITY/CLIENT = The City of Spokane
- DEA = David Evans and Associates, Inc. (Prime Consultant)
- AEC = Anderson Environmental Consulting, LLC., a subconsultant to DEA for environmental services.
- GEO = Geoengineers, Inc., a subconsultant to DEA for geotechnical engineering services.
- CS = Commonstreet Consulting, LLC., a subconsultant to DEA for Right of Way services.
- CONSULTANT = DEA
- SUBCONSULTANT = AEC, GEO, and CS
- PROJECT TEAM = DEA, AEC, GEO, and CS
- AGENCY – Washington Department of Fish and Wildlife (WDFW), United States Army Corps of Engineers (USACE), Washington Department of Ecology (DOE), Federal Emergency Management Agency (FEMA).

Scope of Work and Schedule

DEA will begin work within 2 weeks of receiving notice to proceed (NTP) and executing this agreement.

General Project Assumptions

Same as the original agreement.

Standards & References

Same as the original agreement.

1. Project Management

Project management tasks have been scoped and estimated based upon a 4-month duration for this addendum. Notice to proceed is anticipated to occur on June 1, 2026 with the 4-month contract duration extending through September 30, 2026. Extension of the contract duration will require a contract amendment.

1.1 Project Administration, Progress Reports, and Invoicing

The DEA team will staff and manage a project team to provide project deliverables, monitor budget and schedule, and coordinate with the CITY on a regular basis. This management includes general project management and administrative tasks such as document management (including filing, QA/QC tracking, email, etc.), internal project controls and report generation, and coordination of tasks between the CITY and the PROJECT TEAM.

Deliverables

- Monthly invoices
- Monthly Progress Reports

1.2 Project Site Visits

Project site visits will be conducted by one DEA staff member periodically as requested by the CITY and during critical construction tasks. The critical construction tasks include filling the voids in the riprap with streambed sediment to ensure that the flow of water doesn't go subsurface and at significant completion of the project for a punchlist walk through. These construction tasks are critical to ensure that the intent of the design is achieved by the contractor. For budgeting purposes, 10 site visits at 8 hours each are assumed during filling of the voids, 1 site visit at 2 hours for the punchlist walk through, and 3 miscellaneous site visits at 1 hour each for a total of 14 site visits throughout the duration of the project.

1.3 Change Management

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. CONSULTANT team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CONSULTANT Project Manager as early as possible. Then, the CITY and CONSULTANT Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using DEA's standard Addendum agreement document (available for review upon request).

2. Surveying (DEA)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

3. Geotechnical Stream Bed Sample and Analysis (GEO)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

4. Hydraulic Analysis (DEA)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

5. Environmental Documentation

This task is included in the original agreement. No modifications are made to it as part of this addendum.

6. Alternatives Analysis

This task is included in the original agreement. No modifications are made to it as part of this addendum.

7. Intermediate (60%) Design Package (DEA)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

8. Final (90%) PS&E Package (DEA)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

9. Ad-Ready (100%) PS&E Package (DEA)

This task is included in the original agreement. No modifications are made to it as part of this addendum.

10. Bid Assistance

This task is included in the original agreement. No modifications are made to it as part of this addendum.

11. Engineer of Record (EOR) Services

This task includes EOR support during construction of the project. Included within this task are submittal reviews, responses to Requests for Information (RFIs) and questions from the contractor, and review of the record drawings prepared by the contractor.

11.1 Submittal Reviews

DEA will review submittals as needed after the project has been awarded to the contractor. The following anticipated submittal reviews include:

- Temporary Shoring (1 submittal per stage, 2 submittals total)
- Temporary Stream Diversion Plan

- Landscape Submittals (Plants, Topsoil, Barch Mulch, Compost, Gravel, etc)
- Irrigation System Submittals (Valves, Controller, Pipe, Heads, Sprinklers, etc)
- Construction Staging Plan including Temporary Construction Access
- Stockpiles of Salvaged Streambed Materials and Sediment and Imported Streambed Sediment
- Riprap – Custom Gradation
- Miscellaneous Submittals (2)

11.2 Construction Assistance/Requests for Information

DEA will respond to questions by the city engineer and contractor as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written RFIs will also be reviewed and will be addressed with a written response. For budgeting purposes, it is anticipated that 6 RFIs will occur at 4 hours each.

11.3 Record Drawing Review

DEA will review the Record Drawings prepared by the contractor for accuracy and completeness. This effort is assumed to be 8 hours.

12. Fish Removal Services

AEC can provide two staff to assist the Contractor with fish removal during localized dewatering activities associated with in-water work. Services would include coordination with Washington Department of Fish and Wildlife (WDFW) on fish removal methods as applicable under the approved Hydraulic Project Approval (HPA), including coordination with the Contractor regarding dewatering methods and anticipated isolation footprint. Fish removal would be accomplished by hand netting within the isolated work area and relocation of captured fish to adjacent suitable habitat downstream of the work zone.

Assumptions

- This estimate assumes two dewatering events of limited footprint during low-flow conditions and does not include electrofishing services. If electrofishing services are required by WDFW or other regulatory agencies, those services would need to be provided under separate authorization.
- The Contractor would provide assistance with preparation of the required dewatering plan and figures needed for the agency compliance.

Other Tasks

AEC may provide additional construction support services not currently included in this scope including but not limited to:

- Migratory Bird Survey for Migratory Bird Treaty Act compliance
- Assisting with implementation of permit and Habitat Management Plan commitments and requirements, agency coordination as needed.

City of Spokane, WA
Chesnut Street Bridge Scour Mitigation - Engineer of Record (EOR)
5/11/2026

LABOR HOURS

Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	1 Project Manager	2 Hydraulic Engineer	3 Structural Engineer	4 Landscape Architect	5 Project Coordinator	6 Project Accountant	Subtotal DEA Hours	Total Labor Cost	AEC	1 Principal/Sr Env Planner	2 Biolgoical Tech	3 Sr. Biologist/Biolgoical Lead	Subtotal AEC Hours	Subtotal Labor Cost
	Loaded rates:			$220.32	$250.03	$365.99	$275.40	$121.75	$148.06				$299.89	$109.58	$157.63		
1.0	**Project Management**	**103**		17	80			3	3	**103**	**$24,557**						
1.1	Project Administration, Progress Reports, and Invoicing	**16**		10				3	3	16	$3,013						
1.2	Project Site Visits	**87**		7	80					87	$21,545						
2.0	**Surveying (DEA)**																
3.0	**Geotechnical Stream Bed Sample and Analysis (GEO)**																
4.0	**Hydraulic Analysis (DEA)**																
5.0	**Environmental Documentation (AEC)**																
6.0	**Alternative Analysis**																
7.0	**Preliminary (60%) Design Package (DEA)**																
8.0	**Final (90%) PS&E Package (DEA)**																
9.0	**Ad-Ready (100%) PS&E Package (DEA)**																
10.0	**Bid Assistance**																
11.0	**Engineer of Record (EOR) Services**	**90**		16	48	12	14			**90**	**$23,774**						
11.1	Submittal Reviews	**46**			**28**	**12**	**6**			30	$9,045						
11.1.1	Temporary Shoring (2)	**12**				12				12	$4,392						
11.1.2	Temporary Stream Diversion Plan	**6**			6					6	$1,500						
11.1.3	Landscape Submittals	**3**					3			3	$826						
11.1.4	Irrigation System Submittals	**3**					3			3	$826						
11.1.5	Construction Staging Plan including Temporary Construction Access	**6**			6					6	$1,500						
11.1.6	Stockpiles of Salvaged Streambed Materials/Sediment, Imported Sediment	**6**			6					6	$1,500						
11.1.7	Riprap - Custom Gradation	**6**			6					6	$1,500						
11.1.8	Miscellaneous Submittals (2)	**4**			4					4	$1,000						
11.2	Construction Assistance/Requests for Information	**36**		14	16		6			36	$8,737						
11.3	Record Drawing Review	**8**		2	4		2			8	$1,992						
12.0	**Fish Removal Services**	**82**											8	26	48	**82**	**$12,815**
12.1	Admin and Mobilization	**26**											4	6	16	26	$4,379
12.2	Fish Removal	**40**												20	20	40	$5,344
12.3	Documentation	**16**											4		12	16	$3,091
	Total Labor Hours	**275**		**33**	**128**	**12**	**14**	**3**	**3**	**193**	**$48,331**		**8**	**26**	**48**	**82**	**$12,815**
	Expenses	**$65**									**$59**						**$6**
	Total Project Cost	**$61,211**									**$48,390**						**$12,821**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2026 11/6/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1332581 DAVID EVANS AND ASSOCIATES, INC. 2100 S RIVER PARKWAY, SUITE 100 PORTLAND OR 97201	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** Zurich American Insurance Company — 16535 **INSURER D :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22305063 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO9830389	12/1/2025	12/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP9830390	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC9336626	12/1/2025	12/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2025	12/1/2026	PER CLAIM $1,000,000 ANNUAL AGGREGATE $1,000,000	

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

RE: PROJECT NUMBER: SPOX0000-0091. PROJECT NAME: CHESTNUT BRIDGE SCOUR MITIGATION.

THE STATE AND AGENCY, THEIR OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS ON GENERAL LIABILITY AND AUTO LIABILITY, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED(S) APPLIES ON GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

22305063
CITY OF SPOKANE
808 W. SPOKANE
SPOKANE, WA 99201

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	**Any Location where you have agreed, through a written contract, agreement or permit, to provide**
as an additional insured in a written contract or	**Additional insured coverage except where such**
written agreement.	**Contract or agreement is prohibited by law.**

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

POLICY NO. GLO 9830389

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement.	Any location or project where you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.

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

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

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POLICY NUMBER: GLO9830389
Effective Date: 12/01/2025 - 12/01/2026

Other Insurance Amendment - Primary And Non-Contributory

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.				
GLO9830389	12/01/2025	12/01/2026				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: DAVID EVANS AND ASSOCIATES, INC.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED.

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

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

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POLICY NUMBER: BAP 9830390
Effective Date: 12/01/2025 - 12/01/2026

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: David Evans and Associates, Inc.

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization you are required to provide additional insured status on a primary basis, in a written contract or agreement, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: DAVID EVANS AND ASSOCIATES, INC.

Business name: DAVID EVANS AND ASSOCIATES, INC.

Entity type: Profit Corporation

UBI #: 600-227-608

Business ID: 001

Location ID: 0001

Location: Active

Location address: 908 N HOWARD ST STE 300
SPOKANE WA 99201-5011

Mailing address: 2100 SW RIVER PKWY
PORTLAND OR 97201-8009

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	T12010831BUS			Active	Aug-31-2026	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jul-31-2026	Aug-04-2025

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BARKOULI, AL	President
DAVID EVANS ENTERPRISES, INC.	PARENT COMPANY
FETZER, AARON	
MARCUM, TODD	Vice President

Registered Trade Names

Registered trade names	Status	First issued
DAVID EVANS AND ASSOCIATES INC	Active	Nov-04-2016
DAVID EVANS AND ASSOCIATES, INC.	Active	Oct-11-2024

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 5/8/2026 1:28:14 PM

Contact us

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/5/2026		
Clerk's File #	OPR 2026-0489		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES 4TH FLOOR CITY HALL RECONFIGURATION PROJECT		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

Council Subcommittee Review

Fiscal Impact

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

Narrative

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

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

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

Distribution List

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

City Clerk's No. OPR 2026-0489

City of Spokane

PUBLIC WORKS AGREEMENT

Title: PROJECT MANAGEMENT, DESIGN AND INSTALLATION OF FURNITURE

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

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

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

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on July 1, 2026, and ends on January 31, 2027, unless amended by written agreement or terminated earlier under the provisions

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Proposal No. 54542 dated April 21, 2026 which is attached as Exhibit B; and Contractor's General Terms and Conditions of Sale which is attached as Exhibit C. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 95/100 DOLLARS** (**$124,987.95**), plus sales tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

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

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

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

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

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

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

13. INSURANCE.

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

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

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

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

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

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

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

26-108

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

PROPOSAL

contract DESIGN
www.cdcollective.com

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

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

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

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

PROPOSAL FOR: 1746

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

INSTALL AT:

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

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

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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SPOKANE WA 99201

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

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

CONTINUED...

contract DESIGN
www.cdcollective.com

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

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

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

PROPOSAL

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

PROPOSAL FOR: 1746

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

INSTALL AT:

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

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

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

CONTINUED...

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

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	NET 10 DAYS	05/15/26	KAHABKA, VALERIE

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

CONTINUED...

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

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

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

SIGNATURE_____

PRINT NAME_____ DATE ACCEPTED_____

EXHIBIT C

2026 General Terms & Conditions of Sale

1. Upon Buyer's written acceptance of the furniture listed in Attachment I (Proposal), the order shall be deemed accepted and non-cancelable; provided, the order shall be as set forth in the Furniture Proposal of Contract Design Associates, Inc. All sales are final, except as set forth herein.

2. Title to the goods listed in Attachment I (Proposal) shall remain with Contract Design Associates Inc. until Buyer pays the obligation in full. The buyer agrees not to sell, encumber, or remove the same goods from the county in which it was delivered prior to full payment, without written approval of Contract Design Associates, Inc.

3. Risk of loss and responsibility for damages shall pass to Buyer upon inspection and acceptance of the goods delivered to Buyer's specified location.

4. Contract Design Associates, Inc. reserves the right to make partial deliveries and to invoice accordingly and, Buyer agrees to pay invoices for partial shipments.

5. All payments shall be made to Contract Design Associates, Inc. at 1 North Monroe, Suite 100, Spokane, WA 99201 unless Contract Design Associates, Inc. designates an alternate location.

6. After Buyer's written acceptance of the Furniture Proposal of Contract Design Associates, Inc., should Buyer not be able to accept delivery of the goods covered under this contract within 10 business days of arrival at Contract Design Associates, Inc. warehouse or a designated receiving location, Contract Design Associates, Inc. shall invoice for the goods as well as storage and handling costs, and Buyer agrees to pay such charges. Installation charges will be withheld until completed.

7. Every effort will be made to effect shipment within the agreed upon timeframe. However, Contract Design Associates, Inc. assumes no liability for the delay due to causes beyond our reasonable control.

8. In the event Buyer accepts the installation services set forth in the Furniture Proposal of Contract Design Associates, Inc., the following provisions apply:

    a. The job site must be clean, clear, and free of debris prior to installation.
    b. Electric current, heat, and elevator service shall be provided to Contract Design Associates, Inc. without charges to Contract Design Associates, Inc.
    c. Equipment delivered to the job site as scheduled shall be inspected and accepted by the Buyer. The buyer shall be responsible for security and safeguarding the goods from the time of delivery to the job site.
    d. The buyer shall be responsible for the removal of all computers, structured cabling, personal effects, and copy machines from the work area prior to Contract Design Associates, Inc. beginning installation services.
    e. Electrical connections are not considered part of the installation; however, these may be provided at Buyer's request for an additional charge; otherwise, Buyer must provide an electrician.
    f. 48 hours (business hours) notice is required to cancel or reschedule an installation. If a cancellation or a request to reschedule an installation is made in less than 48 hours, the Buyer will incur a fee. The fee is based on the project manpower and time to complete the installation.

    Installation services are based upon the use of Contract Design Associates, Inc. personnel. Normal working hours are Monday through Friday 8:30 a.m. until 5:00 p.m., unless otherwise arranged. If installation is performed after normal hours, on weekends, or on normal holidays, *at Buyers request*, or if union labor is required, additional charges will be passed on to the Buyer.

9. All invoices from Contract Design Associates, Inc. carry net 10-day terms. Contract Design Associates, Inc. reserves the right to assess, and Buyer agrees to pay interest charges at 1.5% per month (18% per annum) on all unpaid balances past 30 days. **Payments made by credit card for materials or services exceeding $3000 per order will incur a 3% processing fee**.

10. Contract Design Associates, Inc. reserves the right to suspend deliveries to Buyer unless Buyer's account is current.

11. In addition to the Buyer's Request for Proposals for Furniture Procurement and Installation Services and the Furniture Proposal of Contract Design Associates, Inc., the terms and conditions stated herein record and complete an Entire Agreement between the parties. Any terms and conditions stated on purchase orders, acknowledgements, or other documents submitted by either party or between parties govern only price, quantity, and description of the items and services ordered or acknowledged thereon. No change to this contract can be made or become effective unless it is in the form of a written amendment to this agreement. In the event of a dispute under this agreement or the transaction(s) it describes, the prevailing party to such dispute shall be entitled to recover from the losing party the prevailing party's attorney fees and costs of suit or representation, including fees and costs on appeal. The venue of any legal action shall be Spokane County, Washington. Washington law shall apply to all legal actions.

Signature _____ Print _____ Date _____

License Information:

New search Back to results

Entity name: CDA WASHINGTON, LLC

Business name: CONTRACT DESIGN

Entity type: Limited Liability Company

UBI #: 605-662-111

Business ID: 001

Location ID: 0001

Location: Active

Location address:
1 NORTH MONROE
STE 100
SPOKANE WA 99201

Mailing address:
1 NORTH MONROE
STE 100
SPOKANE WA 99201

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

Owners and officers	Title
GUENZEL, GWENDOLYN RENE	Member

Registered Trade Names

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

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

How are we doing?
Take our survey!

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

CONTDES-01 LLEHMITZ

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

INSURED

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured – Broad Form Vendors

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

Additional Insured – Broad Form Vendors

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

b. The insurance afforded to such vendor described above:

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

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

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

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

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

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

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

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

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

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

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

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

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

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

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

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

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

2. Aggregate Limit Per Location

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

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

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

3. Alienated Premises

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

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

4. Broad Form Named Insured

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

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

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

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

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

5. Extended Property Damage

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

a. Expected Or Intended Injury

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

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

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

7. Mobile Equipment Redefined

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

8. Personal Injury – Broad Form

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

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

b. Malicious prosecution or abuse of process.

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

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

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

(a) The insured;

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

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

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

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

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

9. Product Recall Expense

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

n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

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

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

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

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

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

(8) Caprice or whim of the insured;

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

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

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

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

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

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

Product Recall Expense Limits of Insurance

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

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

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

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

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

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

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

g. Product Recall Deductible

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

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

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

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

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

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

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

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

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

"Product recall expense" means:

a. Necessary and reasonable expenses for:

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

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

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

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

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

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

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

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

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

f. This Product Recall Expense Coverage does not apply:

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

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

10. Property Damage Legal Liability – Broad Form

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

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

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

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

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

a. $1,000,000; or

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

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

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

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

d. SECTION V – DEFINITIONS, Definition **9.** "Insured contract", Paragraph **a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

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

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

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

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

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

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

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

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

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

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

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

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

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

c. This provision does not apply:

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

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

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

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

(4) To any:

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

(b) Managers or lessors of premises if:

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

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

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

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

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

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

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

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

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

2. Additional Insured – Primary and Non-Contributory

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

Additional Insured – Primary and Non-Contributory

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

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

a. Primary Insurance

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

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

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

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

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

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

b. Excess Insurance

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

3. Blanket Waiver of Subrogation

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

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

4. Bodily Injury Redefined

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

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

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

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

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

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

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

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

a. worked on; or

b. used in your manufacturing process.

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

6. Knowledge of Occurrence

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

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

7. Liberalization Clause

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

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

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

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

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

9. Newly Acquired Or Formed Organizations

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

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

10. Non-Owned Watercraft

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

g. Aircraft, Auto Or Watercraft

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

(a) Less than 51 feet long; and

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

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

11. Supplementary Payments Increased Limits

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

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

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

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

13. Unintentional Failure to Notify

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. **CANCELLATION EXTENSION**

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

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

SECTION I - COVERED AUTOS

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

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

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

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

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

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

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

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

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4. **EMPLOYEES AS INSUREDS**

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

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

5. **SUPPLEMENTARY PAYMENTS**

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

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

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

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

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

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

SECTION III - PHYSICAL DAMAGE COVERAGE.

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

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

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

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

e. **Sign Coverage**

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

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

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

8. **GLASS BREAKAGE DEDUCTIBLE**

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

Any deductible shown in the Declarations as applicable to the

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

9. **TRANSPORTATION EXPENSE**

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

4. **Coverage Extension**

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

10. **HIRED AUTO PHYSICAL DAMAGE**

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

5. **Hired Auto Physical Damage**

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Both:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

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

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

2. $3000.

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

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

13. **AIRBAG COVERAGE**

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

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

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

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

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

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

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

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

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

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

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

SECTION IV - CONDITIONS

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

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

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

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

17. **BLANKET WAIVER OF SUBROGATION**

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

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

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

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

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

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

19. **HIRED AUTO – WORLDWIDE COVERAGE**

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

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

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

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

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

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/1/2026		
Clerk's File #	OPR 2026-0490		
Cross Ref #			
Project #			
Submitting Dept	FACILITIES MANAGEMENT	**Bid #**	IPWQ 6530-26
Contact Name/Phone	DAVE STEELE 625-6064	**Requisition #**	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FACILITIES MANAGMENT WATER DEPARTMENT RADIO TOWER REMOVAL &		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

Fiscal Impact

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

Narrative

Amount		Budget Account
Expense	$ 110119.00 plus applicable sales tax	# 4100-42490-94340-56501-11148
Expense	$ 11011.90 Adm Reserve	# 4100-42490-94340-56501-11148
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

N/A

Expense Occurrence	One-Time

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

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

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City Clerk's No. OPR 2026-0490

City of Spokane

PUBLIC WORKS AGREEMENT

Title: WATER DEPARTMENT RADIO TOWER REPLACEMENT AND DISPOSAL

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

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

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

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and ends on May 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Contractor's Response to IPWQ, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

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

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED TEN THOUSAND ONE HUNDRED NINETEEN AND NO/100 DOLLARS** (**$110,119.00**), plus applicable sales tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

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

5. TAXES, FEES AND LICENSES.

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

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

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

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

7. STATE PREVAILING WAGES.

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

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

8. RETAINAGE IN LIEU OF BOND.

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

9. PUBLIC WORKS REQUIREMENTS.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. INDEMNIFICATION.

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

13. INSURANCE.

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

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

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

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

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

D. **Pollution Liability Insurance** with a minimum coverage for Bodily Injury and Property Damage of not less than $3,000,000 per occurrence and $3,000,000 aggregate for the duration of the contract. When required coverage may need to be in place for up to six (6) years after completion of the project per RCW 4.16.310. Pollution Liability covers sums the Operator is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, resulting in environmental damage.

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

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

14. SUBCONTRACTOR RESPONSIBILITY.

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

15. INDEPENDENT CONTRACTOR.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

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

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

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

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

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

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

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

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

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

23. REMEDIES.

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

24. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

Bid Response Summary

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

Question Responses

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

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

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

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

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

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

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

3	Please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. Complete this form even if you will not be using any subcontractors. There is a checkbox stating, "No subcontractors will be used on this project." If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	IPWQ 6530-26 Subcontractor List under $1M.docx	
4	Optional – Complete ahead of time and upload "Supplemental Bidder Responsibility Criteria and Work Experience Form" located in the documents folder. Upload here if choosing to submit early. If not uploaded here, after bid opening and prior to award, the apparent low bidder will be contacted and shall complete, sign and submit this form with attached documentation within twenty four (24) hours of notification.		
5	PROPRIETARY LANGUAGE: Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.	I understand and I agree	

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

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

Pricing Responses

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

License Information:

New search Back to results

Entity name: DAY MANAGEMENT CORP.

Business name: DAY WIRELESS SYSTEMS

Entity type: Profit Corporation

UBI #: 601-202-845

Business ID: 001

Location ID: 0003

Location: Active

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

Mailing address: PO BOX 22169
MILWAUKIE OR 97269-2169

Excise tax and reseller permit status: Click here

Secretary of State information: Click here

Endorsements

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

Owners and officers on file with the Department of Revenue

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

Registered Trade Names

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

View Additional Locations

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

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

tprince@spokanecity.org

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT

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

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

issued to CASCADE UTILITIES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arising out of any single Project described above.

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

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

arising out of the any single Location described above.

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

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

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

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

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

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

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

CERTIFICATE HOLDER

tprince@spokanecity.org

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

CERTIFICATE HOLDER

tprince@spokanecity.org

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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(http://www.Oregon.gov)

Insurance industry

(/business/licensing/insurance/)

(/)

ft (/Pages/index.aspx) > Resources for businesses (/business/Pages/index.aspx) > Licensing, charters, and applications (/business/licensing/Pages/index.aspx) > Insurance industry (/business/licensing/insurance/Pages/index.aspx) > Modifying insurance certificates

Site Navigation

Modifying insurance certificates

Certificates cannot vary from contract

Some business transactions require proof of insurance. This is normally provided through a certificate of insurance. Construction contracts, leases, and arrangements for special events are all things that can require a certificate of insurance.

Certificates of insurance are not the same as an insurance policy. They are issued for information only; they do not amend, extend, or change coverage. There should be no variation in the information presented on the certificate from the coverage or conditions that are a part of the contract. Insurers that do business in Oregon must file their contract forms for approval before using them.

Agents who represent coverage on the certificate that is not in the contract or in the process of being endorsed to the contract could be disciplined for intentionally misrepresenting the terms of the contract. Penalties can range from a fine to revocation of a license.

For example, a contract or lease often requires that the certificate holder be listed as an additional person covered by the policy. The policy contract must either have a blanket additional insured endorsement or the insurer must add the person.

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

Key links

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

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

{httjK/fseflfowpeegertiSoate of insurance that misrepresents the policy

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Links

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Public record requests (/help/Pages/public-records.aspx)

Site map (/Pages/site-map.aspx)

Address

350 Winter St. NE
Room 410
PO Box 14480
Salem, OR 97309

Overnight delivery address (/Pages/contact-us.aspx)

Contact

503-378-4140 (Salem)
888-877-4894 (toll-free in Oregon)
503-947-7862 (fax)
Contact us (/Pages/contact-us.aspx)
About us (/Pages/about-us.aspx)

MpCBSi Ccnsumw and Birtinrts Services (http://www.oragon.gov/DCBS/Pages/index.aspx)

(http://www.oregon.gov)

4fcutGregon

Oregon.gov (https://www.oregon.gov)

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

tprince@spokanecity.org

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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CERTIFICATE OF PROPERTY INSURANCE

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

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ted Tom Rice

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

CERTIFICATE HOLDER

tprince@spokanecity.org

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Ted Rice/ROGREE

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(http://www.Oregon.gov)

Insurance industry

(/business/licensing/insurance/)

(/)

ft (/Pages/index.aspx) > Resources for businesses (/business/Pages/index.aspx) > Licensing, charters, and applications (/business/licensing/Pages/index.aspx) > Insurance industry (/business/licensing/insurance/Pages/index.aspx) > Modifying insurance certificates

Site Navigation

Modifying insurance certificates

Certificates cannot vary from contract

Some business transactions require proof of insurance. This is normally provided through a certificate of insurance. Construction contracts, leases, and arrangements for special events are all things that can require a certificate of insurance.

Certificates of insurance are not the same as an insurance policy. They are issued for information only; they do not amend, extend, or change coverage. There should be no variation in the information presented on the certificate from the coverage or conditions that are a part of the contract. Insurers that do business in Oregon must file their contract forms for approval before using them.

Agents who represent coverage on the certificate that is not in the contract or in the process of being endorsed to the contract could be disciplined for intentionally misrepresenting the terms of the contract. Penalties can range from a fine to revocation of a license.

For example, a contract or lease often requires that the certificate holder be listed as an additional person covered by the policy. The policy contract must either have a blanket additional insured endorsement or the insurer must add the person.

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

Key links

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

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

{httjK/fseflfowpeegertiSoate of insurance that misrepresents the policy

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Twitter (https://twitter.com/OregonDCBS)

O Youtube (https://www.youtube.com/user/OregonDCBS)

Links

Work for us (http://www.oregon.gov/DCBS/jobs/Pages/jobs.aspx)

Licensee search (/help/complaints-licenses/Pages/check-license.aspx)

News (/news/Pages/index.aspx)

Public record requests (/help/Pages/public-records.aspx)

Site map (/Pages/site-map.aspx)

Address

350 Winter St. NE
Room 410
PO Box 14480
Salem, OR 97309

Overnight delivery address (/Pages/contact-us.aspx)

Contact

503-378-4140 (Salem)
888-877-4894 (toll-free in Oregon)
503-947-7862 (fax)
Contact us (/Pages/contact-us.aspx)
About us (/Pages/about-us.aspx)

MpCBSi Ccnsumw and Birtinrts Services (http://www.oragon.gov/DCBS/Pages/index.aspx)

(http://www.oregon.gov)

4fcutGregon

Oregon.gov (https://www.oregon.gov)

State Directories (https://phonebook.dasapp.oregon.gov)

Agencies Listing (https://www.oregon.gov/pages/a_to_z_listing.aspx)

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Back to Top

Select Language

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/14/2026		
Clerk's File #	OPR 2026-0491		
Cross Ref #			
Project #			
Submitting Dept	SPOKANE UNITED 911 NETWORK	**Bid #**	
Contact Name/Phone	STEPHEN 6779	**Requisition #**	
Contact E-Mail	SCWILLIAMS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY		

Agenda Wording

POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY

Summary (Background)

the purpose of this agreement is to provide a Power Grounding, and Lightning Protection Study. The contract is with COLUMBIA ENGINEERING GROUP, INC. The term of the agreement begins on May 1, 2026, and ends on April 30, 2027, unless amended by written agreement or terminated earlier under the provisions. The total compensation for Consultant's services under this Agreement shall not exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00).

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?

The purpose of this project is to provide a Power Grounding, and Lightning Protection Study.

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 study aligns with the City's existing effort to establish a public safety answering point.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 65,000
Current Year Cost	**$** 65,000
Subsequent Year(s) Cost	**$**

Narrative

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

Funding Source

Funding Source Type Select

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

Expense Occurrence

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	WILLIAMS, STEPHEN C.		
Accounting Manager	GBYRD		
Legal	HARRINGTON,		
For the Mayor	GBYRD		

Distribution List

Tyler Nielson, *Principal* tnielson@cegiusa.com	Williams, Stephen scwilliams@spokanecity.org
accountspayable@spokanecity.org	
Monsen, Kurt kmonsen@spokanecity.org	
Jason Nechanicky jnechanicky@spokanecity.org	
Haugen, Kyle khaugen@spokanecity.org	

City Clerk's OPR 2026-0491

City of Spokane

CONSULTANT AGREEMENT

Title: POWER, GROUNDING, AND LIGHTNING PROTECTION STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLUMBIA ENGINEERING GROUP, INC.**, whose address is 17509 NW 65th Court, Vancouver, Washington 98686, as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide a Power Grounding, and Lightning Protection Study; and

WHEREAS, the Consultant was selected from RFQu 6476-26 issued by the City.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on May 1, 2026, and ends on April 30, 2027, 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 Scope of Work and Fee Proposal 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 **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00)**, plus tax if applicable and in accordance with the Cost Proposal in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Consultant shall submit its applications for payment to City of Spokane Department of Emergency Communications, 808 West Spokane Falls Boulevard, 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. Subconsultant invoices will be billed using verified hours from subconsultant invoices and the T&M rates from Exhibit B.
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 <u>are not</u> 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. **Test Equipment Rental** in accordance with Consultant's Proposal Section 4.0 and 7.0.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a ten percent (10%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

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

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it

returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

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

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

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

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

25. MISCELLANEOUS PROVISIONS.

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

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

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

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

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

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

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

COLUMBIA ENGINEERING GROUP, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments to this Contract:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work and Fee Proposal

26-103a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

State of Washington
BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS
P O Box 9025
Olympia, WA 98507

COLUMBIA ENGINEERING GROUP, INC.
17509 NE 65TH CT
VANCOUVER, WA 98686-1780
UNITED STATES

STATE OF WASHINGTON

BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
THIS CERTIFIES THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

ENGINEERING/LAND SURVEYING COMPANY
ENGINEERING

DE: BRANDON BOUWMAN
COLUMBIA ENGINEERING GROUP, INC.
17509 NE 65TH CT
VANCOUVER, WA 98686-1780
UNITED STATES

21003884	02/09/2021	05/31/2026
License Number	Issue Date	Expiration Date

Ken Fuller, Director

(R/4/23)

COLUMBIA ENGINEERING GROUP

Electrical Engineering Services

SCOPE OF WORK AND FEE PROPOSAL

Power, Grounding, and Lightning Protection Assessment

Power, Grounding, and Lightning Protection Systems

City of Spokane — Combined Communications Building (CCB) & Fire Training Center (FTC)

1620 N. Rebecca Street, Spokane, WA 99217

RFQu No. 6476-26

Prepared for: City of Spokane, Office of Project Management

Prepared by: Columbia Engineering Group Inc., 17509 NE 65th CT, Vancouver, WA 98686

March 2026

1.0 INTRODUCTION

Columbia Engineering Group (CEG) is pleased to present this Scope of Work and Fee Proposal in response to the City of Spokane's RFQu No. 6476-26 for professional electrical engineering services at the Combined Communications Building (CCB) and the Fire Training Center (FTC) located at 1620 N. Rebecca Street, Spokane, WA 99217.

The CCB serves as the nerve center for emergency response in the Spokane region, housing the Spokane Regional Emergency Communications (SREC) dispatch center, Spokane Police Department dispatch operations, a data center, radio communications equipment, UPS systems, and backup generators. The site includes a communications tower and the adjacent FTC providing offices, classrooms, and Emergency Coordination Center. The CCB is a mission-critical facility requiring the highest standards of electrical reliability, safety, and code compliance.

The City of Spokane has identified objectionable and potentially hazardous circulating electrical currents between the CCB and FTC buildings. These circulating currents present risks to personnel safety, equipment reliability, sensitive electronic systems, and long-term infrastructure integrity. CEG understands that resolving these issues requires extensive visual and physical inspection, testing, modeling, and design criteria validation using measured field data, operating-state testing, and application of nationally recognized standards.

CEG proposes to perform a comprehensive assessment of the power distribution, grounding, bonding, and lightning protection systems at the CCB/FTC campus. Our approach emphasizes measured field data, operating-state testing, and application of nationally recognized standards including IEEE 142, the National Electrical Code, and manufacturer requirements. The investigation strategy prioritizes topology verification and current path identification before deeper power quality analysis and invasive system testing.

The deliverable is a comprehensive Assessment Report organized in the format requested by the RFQ, including Power Criteria, Grounding Criteria, Transient Criteria, Findings, Summary, and Recommendations. This report will provide the City with a clear understanding of the underlying causes of the circulating currents and a practical path forward for remediation. It will also serve as the basis for the City to evaluate and prioritize follow-on engineering services including arc flash study, short-circuit fault analysis, protective device coordination study, comprehensive system modeling, and deficiency remediation planning.

2.0 PROJECT OBJECTIVES

- Identify the root cause of objectionable circulating electrical currents between the CCB and FTC buildings
- Evaluate existing power, grounding, bonding, and lightning protection systems against current NEC, NFPA, IEEE, OSHA, and industry standards
- Perform comprehensive field testing and diagnostic measurements to characterize the current condition of the site's electrical infrastructure
- Evaluate the CCB facility against applicable requirements per NFPA 1221, NENA site characteristics, Motorola R56, and NEC Article 647
- Provide code-compliant, constructible recommendations to eliminate objectionable currents and improve overall system performance
- Document all findings with photographs, test data, and professional engineering assessment with severity classifications
- Deliver a comprehensive Assessment Report in the RFQ-required format suitable for City planning, decision-making, and prioritization of follow-on engineering services

3.0 SCOPE OF WORK

3.1 Task 1 — Project Initiation and Documentation Review

CEG will conduct a kickoff meeting with the City project manager and facility stakeholders to establish communication protocols, review scope, and coordinate site access logistics. CEG will collect and review all available documentation including:

- Electrical one-line diagrams, as-built drawings, and grounding/bonding details
- Generator, UPS, and ATS shop drawings and specifications
- Previous power system studies, inspection reports, and maintenance records
- Equipment maintenance records for generators, UPS systems, and transfer switches
- Any incident reports or known operational issues related to the electrical systems

CEG will develop a comprehensive field investigation plan identifying the specific inspections, tests, and measurements required to assess the current condition of the power, grounding, and lightning protection systems. The investigation strategy is structured to identify the root cause as efficiently and non-disruptively as possible, progressing from the most likely and easily verified conditions to more specialized diagnostics.

3.2 Task 2 — Field Inspection and System Evaluation

CEG will perform a comprehensive on-site inspection and evaluation of the CCB/FTC electrical infrastructure. The assessment will be organized around the following areas of investigation:

Power Distribution System

- Service entrance configuration, utility interface, and metering
- Main distribution panel (MDP) and downstream distribution in both CCB and FTC buildings
- Generator systems — grounding methods, separately derived system status, capacity and condition
- Automatic transfer switch (ATS) equipment — neutral switching arrangements, grounding configuration
- Uninterruptible power supply (UPS) systems — bypass cabinets, maintenance configurations, N-G bonding arrangement
- Panel schedule verification against field conditions
- Arc flash label status — document presence or absence at all required locations

Grounding and Bonding Systems

- Grounding electrode systems at CCB and FTC buildings and communications tower
- Main bonding jumpers, grounding electrode conductors, and bonding connections
- Building steel, water piping, raceway, and cable tray bonding
- Interbuilding metallic connections and potential parallel current paths
- Main ground bus (MGB) organization and grounding topology
- Equipment bay ground bus connections — RF protectors, telecom shields, conduit, and SPD ground bars
- NEC 250 compliance evaluation throughout both facilities
- Motorola R56 compliance evaluation for radio/dispatch equipment grounding

Lightning Protection and Transient Overvoltage Protection

- Tower lightning protection — air terminals, down conductors, coaxial ground kits, ice bridge bonding, entrance plate grounding (NFPA 780)

- Building lightning protection system inspection
- Surge protective device (SPD) installation and condition at service entrance, distribution, and branch levels
- Grounding and bonding coordination between power and low-voltage systems
- Assessment of RF protectors on coaxial cable runs between buildings

CCB Site Readiness Evaluation

- Single-point facility grounding assessment per NFPA 1221 and NENA site characteristics
- Backup power capacity and transfer time evaluation against NFPA 1221 requirements
- Telecommunications bonding infrastructure review against ANSI/TIA-607
- NEC Article 647 compliance for sensitive electronic equipment
- Equipment room environmental controls and redundancy

3.3 Task 3 — Diagnostic Testing and Measurements

CEG will perform comprehensive diagnostic testing and measurements to quantitatively characterize the condition of the electrical infrastructure. A licensed electrician crew (2 persons) will be on site for approximately 3 days to support hanging electrical meters, deploying power quality monitor data loggers, and assisting with opening energized equipment where necessary for inspection and testing.

Grounding System Testing

- Earth ground impedance testing using 3-point and 4-point fall-of-potential methods (AEMC 6472) at both CCB and FTC buildings and the communications tower
- Clamp-on ground resistance measurements (AEMC 6417) at all accessible grounding electrode connections
- Soil resistivity testing using Wenner 4-point method to characterize earth conditions
- Low-resistance continuity testing to confirm bonding integrity and identify unintended parallel paths
- Clamp-on AC current measurements on grounding electrode conductors, main bonding jumpers, metallic interbuilding pathways, cable trays, conduits, and safety ground conductors

Power System Measurements

- N-G voltage measurements at all critical panels, UPS subpanels, and equipment locations
- Three-phase voltage and current measurements at main service entrance, MDP, and key distribution points
- Power quality monitoring and data logging (minimum 7-day deployment): neutral current magnitude, ground current magnitude, harmonic content including 3rd harmonic, voltage THD, voltage sags/swells
- Operating-state testing comparing: normal utility operation, generator operation, UPS normal vs. bypass modes

Visual Inspection and Thermography

- Infrared thermography survey of panels, transfer switches, and key connections (Fluke Ti401 PRO)
- Bare conductor routing, cable tray bonding, and raised floor support grounding documentation
- Photographic documentation of all equipment, conditions, and findings

3.4 Task 4 — Assessment Report

CEG will compile a comprehensive Assessment Report documenting the findings. The report will be organized in the format required by the RFQ and will include:

- Executive summary of assessment findings
- Power Criteria, Grounding Criteria, and Transient Criteria sections establishing the applicable standards and design requirements
- Power Findings, Grounding Findings, and Transient Overvoltage Protection Findings with supporting field data
- Root cause analysis of circulating currents with grounding topology evaluation
- Supporting field measurement data and photographic documentation
- Professional engineering assessment with severity classification for each finding (Critical / Major / Moderate / Minor)
- CCB site readiness evaluation and gap identification
- Summary of all findings with recommended priority for follow-on action
- Code-compliant, constructible recommendations for remediation

4.0 TEST EQUIPMENT AND INSTRUMENTATION

The following test equipment will be deployed during the field investigation. All equipment will carry current calibration certificates. Test equipment rental is a reimbursable expense (see Section 7).

Equipment	Description	Qty	Application
AEMC 6472	Multifunction Ground Resistance Tester	1	Earth ground impedance, soil resistivity
AEMC 6417	Clamp-On Ground Resistance Tester	1	Ground loop impedance, leakage current
AEMC PEL 113	Three-Phase Power Datalogger	2	Power quality monitoring, harmonics, logging
Fluke 1777	Power Quality Analyzer	1	Spot PQ measurements, transient capture
Fluke Ti401 PRO	Infrared Camera	1	Thermography of panels and connections
Fluke 376 FC	True-RMS Clamp Meters	4	AC/DC current on grounding conductors
Fluke 87V / 289	Digital Multimeters	3	Voltage, N-G voltage, general measurements
Megohmmeter (5kV)	Insulation Resistance Tester	1	Insulation integrity, lightning protection
LOTO Kit	Lockout/Tagout Equipment	1	All field work
PPE Kits	Arc-rated clothing, helmets, gloves	4	All field work

5.0 PROJECT TEAM AND SCHEDULE

5.1 Project Team

Team Member	Role	Assignment
Ty Nielson	Principal Engineer / Project Manager / Lead Field Engineer	Overall lead, field testing, report
Nate O'Neel	Principal Engineer / Field Testing & Data Analysis	Field measurements, PQ analysis
Electrician Crew (2)	Licensed Electrician — Meter hanging, PQ logger deployment, energized equipment access	3 days on-site support
City of Spokane Staff	Provide access and coordination and switching as needed for evaluation. Project support through duration of project.	Provide as-built record drawings and other requested project documentation

5.2 Schedule

The assessment is structured as a focused engagement with the following timeline:

Activity	Dates	Duration	Lead
Task 1: Kickoff & Documentation Review	Week 1	1 week	Ty Nielson

Task 2–3: On-Site Inspection & Diagnostic Testing	Weeks 2–3	~1 week	Ty / Nate
Power Quality Logger Deployment	Weeks 2–4	7+ days	Nate O'Neel
Task 4: Analysis & Assessment Report Preparation	Weeks 4–6	3 weeks	Ty / Nate
Assessment Report Delivery	**Week 6**	—	Ty Nielson

Total project duration: approximately 6 weeks from Notice to Proceed to report delivery.

6.0 FEE PROPOSAL

Services under this proposal will be performed on a Time and Expense (T&E) basis, billed monthly based on actual hours worked at the hourly rates specified herein plus reimbursable expenses at cost. The total cost is subject to a Not-to-Exceed (NTE) ceiling of $65,000. CEG will not exceed the NTE value without prior written authorization from the City.

Contract Value Structure

Contract Parameter	Value	Description
Not-to-Exceed (NTE) Ceiling	**$65,000**	Maximum billable amount; will not be exceeded without written City authorization
Estimated Target Completion Cost	**$38,000 – $55,000**	Expected cost range based on anticipated level of effort and reimbursable expenses

6.1 Hourly Billing Rates

Personnel	Classification	Hourly Rate	Est. Hours
Ty Nielson	Principal Engineer / Project Manager	$250/hr	80–120
Nate O'Neel	Principal Engineer / Field Testing & Analysis	$250/hr	60–100

Labor will be billed monthly based on actual hours worked at the rates above. Invoices will include timesheet detail showing hours by task and date.

6.2 Estimated Labor Cost Range

Personnel	Rate	Est. Hours	Low Est.	High Est.
Ty Nielson	$250/hr	80–120	$20,000	$30,000
Nate O'Neel	$250/hr	60–100	$15,000	$25,000
Subtotal — Engineering Labor		**140–220**	**$28,000**	**$55,000**

7.0 REIMBURSABLE EXPENSES

The following categories of expenses are reimbursable at cost and are included within the NTE ceiling. Reimbursable expenses will be invoiced monthly with receipts.

7.1 Travel, Lodging, and Per Diem

Reimbursable travel expenses for 2 engineers for approximately 1 week on-site in Spokane, WA. Rates are based on GSA Federal Per Diem Rates for Spokane, WA (FY 2026) which are commonly referenced by City of Spokane contracts for reimbursable travel:

Expense Category	Rate	Quantity	Estimated Cost
Lodging (hotel)	$126/night (GSA)	2 persons × 5 nights	$1,260
Meals & Incidentals (M&IE)	$86/day (GSA)	2 persons × 6 days	$1,032
Mileage (POV)	$0.725/mile (GSA)	~700 miles RT	$508
Rental Vehicle (if applicable)	At cost	1 week	$400–600
Subtotal — Travel, Lodging, Per Diem			**$3,200–$3,400**

Note: GSA FY 2026 per diem rates for Spokane, WA: Lodging $126/night, M&IE $86/day. Federal mileage rate effective January 1, 2026: $0.725/mile. Actual costs will be reimbursed with receipts not to exceed GSA rates.

7.2 Subcontractor Labor — Licensed Electrician Crew

A licensed electrician crew (2 persons) is required on-site for approximately 3 days to support:

- Hanging electrical meters and clamp-on current sensors at panels and equipment
- Deploying and retrieving power quality monitor data loggers (AEMC PEL 113)
- Opening energized electrical equipment (panels, switchboards, transfer switches) for inspection and testing
- Providing LOTO (lockout/tagout) support where de-energization is required
- Circuit identification and equipment access assistance

Subcontractor	Rate	Duration	Estimated Cost
Licensed Electrician Crew (2 persons)	At cost (estimated)	3 days	$3,600–$5,400

Electrician crew labor will be invoiced at actual subcontractor cost with supporting documentation.

7.3 Test Equipment Rental

Specialized test equipment will be rented from a qualified instrumentation rental provider (e.g., Intellirent). All equipment will carry current calibration certificates.

Equipment	Duration	Estimated Cost
AEMC 6472, 6417, PEL 113 (x2), Fluke 1777, Ti401, clamp meters, multimeters, megohmmeter	2–3 weeks	$3,500–$4,600

Equipment rental will be invoiced at actual cost with vendor invoice documentation.

7.4 Total Estimated Cost Summary

Cost Category	Low Estimate	High Estimate
Engineering Labor (T&E)	$28,000	$55,000
Travel, Lodging, Per Diem	$3,200	$3,400
Subcontractor — Electrician Crew (3 days)	$3,600	$5,400
Test Equipment Rental	$3,500	$4,600
Estimated Total	**$38,300**	**$63,400**
NOT-TO-EXCEED CEILING	**$65,000**	

CEG will not exceed the NTE ceiling of $65,000 without prior written authorization from the City. CEG will invoice monthly based on actual time and expenses incurred.

8.0 DELIVERABLES

- Kickoff meeting agenda and minutes
- Field investigation and test plan
- Field measurement data packages with calibration certificates
- Photographic documentation of all equipment and conditions
- Comprehensive Assessment Report including:
  - Executive summary of findings
  - Power Criteria, Grounding Criteria, and Transient Criteria sections
  - Detailed findings organized by Power, Grounding, and Transient Overvoltage Protection
  - Root cause analysis of circulating currents
  - CCB site readiness evaluation
  - Severity classifications and priority rankings for all findings
  - Code-compliant, constructible recommendations for remediation

9.0 REFERENCES

The following references will be utilized during the assessment:

- R.O. Associates, Ltd. — CCB/FTC Power, Grounding, and Lightning Protection Inspection Report (March 2004)
- NFPA 70 (NEC) — National Electrical Code, current edition as adopted by WA L&I and City of Spokane
- NFPA 70E — Standard for Electrical Safety in the Workplace
- NFPA 70B — Standard for Electrical Maintenance
- NFPA 780 — Standard for Installation of Lightning Protection Systems
- NFPA 1221 — Standard for Emergency Services Communications Systems
- IEEE Std 142 (Green Book) — Grounding of Industrial and Commercial Power Systems
- IEEE 1584 — Guide for Performing Arc-Flash Hazard Calculations
- IEEE 80 — Guide for Safety in AC Substation Grounding

- IEEE 519 — Harmonic Limits at PCC
- IEEE 1159 — Power Quality Monitoring
- IEC 61000-4-30 — Power Quality Measurement Methods
- ANSI C84.1 — Voltage Tolerance Context
- OSHA 29 CFR 1910 Subpart S — Electrical Safety
- ANSI/TIA-607 — Grounding and Bonding for Telecommunications
- ANSI/TIA-942 — Data Center Standards
- Motorola R56 — Standards and Guidelines for Communication Sites
- NEC Article 647 — Sensitive Electronic Equipment
- NENA-INF-024 — Site Characteristics
- Avista Electric Service Requirements
- Washington Administrative Code (WAC) electrical rules
- Manufacturer requirements for generators, UPS systems, ATS equipment, and SPDs

10.0 AUTHORIZATION

This proposal is valid for 90 days from the date of issue. Authorization to proceed may be granted by signature below or by issuance of a purchase order referencing this proposal.

COLUMBIA ENGINEERING GROUP INC.

Ty Nielson
Principal Engineer
tnielson@cegiusa.com

Date

CITY OF SPOKANE

Kurt Monsen, PMP
Project Manager
509.867.7320 | kmonsen@spokanecity.org

Date

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Apr 09, 2021

Profit Corporation

Unified Business ID #: 604615851
Business ID #: 001
Location: 0001

COLUMBIA ENGINEERING GROUP, INC.
COLUMBIA ENGINEERING GROUP
17509 NE 65TH CT
VANCOUVER, WA 98686-1780

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

CEG CONSTRUCTION
CEG GENERAL CONTRACTING
COLUMBIA ENGINEERING GROUP

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.

Vicki Smith

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604615851 001 0001

COLUMBIA ENGINEERING GROUP, INC.
COLUMBIA ENGINEERING GROUP
17509 NE 65TH CT
VANCOUVER, WA 98686-1780

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Vicki Smith

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

STATE OF WASHINGTON

BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-051-713-157 **Filing Date and Time:** 04/08/2026 04:25:40 PM

Payment Method: Bank Account

Business Entity Information

Entity Type: Corporation
Name of Entity: COLUMBIA ENGINEERING GROUP, INC.
Account ID: 604615851-001-0001
Firm Name: COLUMBIA ENGINEERING GROUP

Endorsement(s) Applied For	Begin	End	Count	Fee
Spokane General Business - Non-Resident	04/08/2026	04/30/2027	1	$131.00
				$131.00

Fee Type	Begin	End	Count	Fee
BLS Processing Fee	04/08/2026		1	$0.00
Spokane Empl Fee	04/08/2026		1	$10.00
				$10.00

Grand Total: **$141.00**

txL0042

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2026

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

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

PRODUCER
LaPorte Insurance, LLC
6400 SE Lake Rd
Ste 450
Milwaukie OR 97268

CONTACT NAME: Erica Zechmann
PHONE (A/C, No, Ext): 971-404-3549 **FAX (A/C, No):**
E-MAIL ADDRESS: ezechmann@laporte-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western World Insurance Co	13196
INSURER B : United Financial Casualty Co	11770
INSURER C : SAIF Corporation	36196
INSURER D : Admiral Insurance Company	44318
INSURER E :	
INSURER F :	

INSURED COLUENG-01
Columbia Engineering Group, Inc.
17509 NE 65th Ct.
Vancouver WA 98686

COVERAGES **CERTIFICATE NUMBER:** 467047375 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		NPP6194823	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		04439776-3	6/8/2025	6/8/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100052025	11/1/2025	11/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Pollution Liability			EO000067963	1/1/2026	1/1/2027	Each Claim Policy Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and all required entities are additional insured when required by written contract. Endorsements attached.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane WA 99201-3344

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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This Endorsement Modifies Your Policy
(Effective At Inception Unless Another Date Shown Below)

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal and advertising injury" shall also apply to the "additional insured" listed below for claims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The inclusion of the "additional insured(s)" shall not operate to increase the Limits of Insurance.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

Our obligation to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

Owner Or Contractor, As Required By Written Contract, For Work Performed
For The Additional Insured By Our Named Insured

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ies) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ies) identified below.

Identity of Additional Insured(s):

Owners Or Contractors, Where Required By Written Contract
Naming Such Person(S) Or Organization(s) As Additional Insured(s)

(Complete this section if endorsement is added after policy is issued.)

Policy Number	Endorsement Number	Endorsement Effective Date

Signature of Authorized Representative	Producer Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

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Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/13/2026		
Clerk's File #	OPR 2026-0492		
Cross Ref #			
Project #			
Submitting Dept	STREET	**Bid #**	
Contact Name/Phone	CLINT HARRIS 625-7744	**Requisition #**	CR 28629
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** YES	
Agenda Item Name	FREDERICK AVE CHIP SEAL PROJECT		

Agenda Wording

The Streets Department is seeking approval of a contract with the County of Spokane to complete a chip seal project on Frederick Avenue, between Freya Street and Havana Street at a cost estimated to be $86,050.

Summary (Background)

The County of Spokane has offered to chip seal Frederick Avenue, between Freya Street and Havana Street utilizing the County work force to extend an adjoining project they are doing into the city will benefit both agencies.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 86,050.00
Current Year Cost	**$**
Subsequent Year(s) Cost	**$**

Narrative

Amount		**Budget Account**
Expense	**$** 86,050.00	**#** 1100-21700-42300-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	One-Time

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

Approvals		**Additional Approvals**	
Dept Head	HARRIS, CLINT E.	**PURCHASING**	PRINCE, THEA
Division Director	SNYDER, JON		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		

Distribution List	
Becca McConnaughey	ceharris@spokanecity.org
jwthomas@spokanecity.org	kaiumu@spokanecity.org
streetaccounting@spokanecity.org	jdykes@spokanecity.org

City Clerk's No. OPR 2026-0492

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF SPOKANE AND THE CITY OF SPOKANE

Re: County Worker Chip Seal City Road

This Agreement is made and entered into by and between the County of Spokane, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has offered to chip seal Frederick Avenue, between Freya Street and Havana Street utilizing County work force at a below market reasonable price to the City; and

WHEREAS, City's road is in need of repair.

NOW, THEREFORE,

The Parties agree as follows:

1. PURPOSE. The Parties desire to cooperatively engage in City Road improvement utilizing County and City authority conferred per RCW 35.77.020 and 030. Chip Seal Repair on Frederick Avenue, between Freya Street and Havana Street.

2. COMPENSATION. Total compensation for the COUNTY'S services under this Agreement shall be a maximum amount not to exceed **EIGHTY-SIX THOUSAND FIFTY AND NO/100 DOLLARS ($86,050.00)** plus tax if applicable, unless modified by a written amendment to this Agreement. This the is the maximum amount to be paid un this Agreement for the work described in Section 1 above and shall be exceeded without the prior written authorization of both parties.

3. PAYMENT. The COUNTY shall submit its applications for payment to Spokane Street Department, 901 North Nelson Street, Spokane, Washington 99202. Payment will be

made via direct deposit/ACH within thirty (30) days after receipt of the COUNTY'S application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the COUNTY 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.

4. DURATION. This Agreement is effective upon signature by both Parties and shall run until road project completion.

5. TERMINATION. Either party may terminate this Agreement, with or without cause, prior to expiration of the Agreement upon thirty (30) days written notice to the other Party. In the event of such termination, CITY will pay COUNTY for all work previously authorized and performed by CITY prior to such termination.

6. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held, or disposed of pursuant to this Agreement.

7. LEGAL RELATIONS AND INDEMNIFICATION. COUNTY shall indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from any action, claim, or proceedings instituted by any third party, arising out of the COUNTY'S performance, purported performance, or failure of performance in connection with the CITY road construction work authorized by this agreement. Other than as provided above, CITY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from any action, claim, or proceedings arising from the negligence of the city, its officers, employees and agents, except to the extent of the concurrent negligence of COUNTY.

8. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See above.
B. Duration. See above.
C. Organization of Separate Entity and Its Powers. See above.
D. Responsibilities of the Parties. See provisions above.
E. Agreement to be filed. This Agreement may be filed with the Parties' respective City Clerks and published on the Parties' websites, as available.
F. Financing/Compensation. See above.
G. Termination. See above.
H. Property upon Termination. No property acquisitions expected.

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.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
AL FRENCH, Chair

ATTEST

_____
JOSH KERNS, Vice-Chairman

_____ _____
Ginna Vasquez, Clerk of the Board MARY L. KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

Date: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

U26-062a

From: Cafaro, Christopher
To: Aiumu, Kailei
Subject: FW: Estimate for Frederick Av
Date: Wednesday, May 13, 2026 9:09:23 AM
Attachments: image006.png

From: McConnaughey, Becca <RMCCONNAUGHEY@spokanecounty.gov>
Sent: Tuesday, April 14, 2026 6:32 PM
To: Cafaro, Christopher <ccafaro@spokanecity.org>
Subject: Estimate for Frederick Av

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Chris,

I want to apologize for getting this to you so late, we have been swamped over here. The estimate below is for the double chip seal on Frederick Av, between Freya St and Havana St. We would use 3/8" aggregate followed by ¼" aggregate. We use PMRE emulsion which does a fabulous job and we usually do not have a lot of rock loss. I included sweeping 3 times (1 time prior and 2 times post chip seal) but that might change depending on what the road will need. I would expect this estimate to be on the high side, but wanted to include anything that might happen. Of course, we would need to invoice you the actual expenses so they won't be exactly this amount but should be close.

I don't have an exact timeframe of when we would do the work, but it is tentatively scheduled for early to mid-June. Let me know if you would still like for us to do the work and if that timeframe works for you. I am willing to change the date if you need.

City of Spokane			
Frederick Av from Freya St to Havana St			
	SY	Cost/SY	Estimated Cost
Double Chip Seal	9,900	$6.00	$59,400
Fog Seal	9,900	$0.60	$5,940
Sweeping (3x)	9,900	$0.30	$2,970
Indirect Rate (21.21%):			$17,740
SubTotal:			**$86,050**

Thank you,

Becca McConnaughey
Spokane County Public Works
Maintenance Program Manager
(509)477-7470

Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Council Meeting Date: 06/08/2026

Date Rec'd	5/5/2026		
Clerk's File #	OPR 2026-0493		
Cross Ref #			
Project #			
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Bid #**	RFP 6524-26
Contact Name/Phone	REINER 509-625-7821	**Requisition #**	CR28610
Contact E-Mail	RHERSHAW@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	KKLITZKE BWILKERSON ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	PIPELINE RISK ASSESSMENT AND FIELD VALIDATION		

Agenda Wording

Geospatial Analyses and Risk Assessments for Potable Water Pipelines

Summary (Background)

The City maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. While age alone is not necessarily an indicator of asset condition (over half of pipes are more than 50 years old), many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. The City experiences main breaks every year. To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level. The vendor will apply machine-learning analyses of City records along with geospatial inputs and deliver a predictive pipeline risk service with actionable, map-based layers highlighting the areas within the network most at risk.

What impacts would the proposal have on historically excluded communities?

o Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers, and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

Existing work order management system collects data on pipeline leaks and breaks that will be used to check how well the vendor identified future failures.

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

This work supports water use efficiency and prioritization of pipeline replacement projects in the Capital Improvement Program.

Council Subcommittee Review

Subject matter is not relevant to existing subcommittees

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	$ 353,130.00
Current Year Cost	$ 104,942.00
Subsequent Year(s) Cost	$ 248,188.00

Narrative

An RFP was distributed to 60 companies via ProcureWare from 2/26/2026 to 3/17/2026. The City received two responses. Proposals were evaluated by the Water Department and the most qualified lowest cost firm was selected.

Amount		Budget Account
Revenue	$ 353,130.00	# 4100-42475-34148-54201-99999
Select	$	#
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Funding Source	One-Time
Funding Source Type	Program Revenue

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

Yes. Water Department contractual services will be used in Year One, Budget Code 4100-42475-34148-54201-99999; 6-year CIP funding will be used in Option Years.

Expense Occurrence	N/A

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

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

Distribution List

Amee Hamilton ahamilton@thinkcei.com	Harvey Franklin harvey.franklin@rezatec.com
rhershaw@spokanecity.org	jfinger@spokanecity.org
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tprince@spokanecity.org	tlester@spokanecity.org
rrpenaluna@spokanecity.org	lhopkins@spokanecity.org

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Committee Date	May 11, 2026
Submitting Department	Water & Hydroelectric Services
Contact Name	Reiner Hershaw
Contact Email & Phone	rhershaw@spokanecity.org 509-625-7821
Council Sponsor(s)	Klitzke, Wilkerson, Zappone
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Desktop Pipeline Risk Assessment and Field Validation
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. While age alone is not necessarily an indicator of asset condition (over half of pipes are more than 50 years old), many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. The City experiences main breaks every year. To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level. The vendor will apply machine-learning analyses of City records along with geospatial inputs and deliver a predictive pipeline risk service with actionable, map-based layers highlighting the areas within the network most at risk.

Fiscal Impact

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

Total Cost: $353,130.00 without tax

Current year cost: $104,942.00 without tax

Subsequent year(s) cost: $248,188.00 without tax

Narrative: An RFP was distributed to 60 companies via ProcureWare from 2/26/2026 to 3/17/2026. The City received two responses. Proposals were evaluated by the Water Department and the most qualified lowest cost firm was selected.

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

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes. Water Department contractual services will be used in Year One, Budget Code 4100-42475-34148-54201-99999; 6-year CIP funding will be used in Option Years.

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

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

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

- What impacts would the proposal have on historically excluded communities?
  - Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize

the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
    - N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
    - Existing work order management system collects data on pipeline leaks and breaks that will be used to check how well the vendor identified future failures.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
    - This work supports water use efficiency and prioritization of pipeline replacement projects in the Capital Improvement Program.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
    - Subject matter is not relevant to existing subcommittees

City Clerk's No. OPR 2026-0493

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **PIPELINE ASSESSMENT OF LOF/COF AND CRITICALITY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **REZATEC GLOBAL, INC.**, whose address is 251 Little Falls Drive, Wilmington, Delaware 19808 as ("Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Pipeline Assessment for Likelihood of Failure (LoF) and Consequence/Cost of Failure (CoF) and Criticality; and

WHEREAS, the Firm was selected through IRFP No. 6524-26.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on June 1, 2026, and shall run through May 31, 2027, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Firm's Response to IRFP, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

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

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

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **ONE HUNDRED FOUR THOUSAND NINE HUNDRED FORTY-TWO AND NO/100 DOLLARS ($104,942.00) plus sales tax if applicable**, unless modified by a written amendment to this Agreement.

The Firm shall submit its applications for payment to Spokane Water & Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

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

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

8. INDEMNIFICATION.

The Firm shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement. The maximum aggregate liability of the Firm whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by the City to the Firm during the twelve (12) months immediately preceding the date on which the claim arose.

9. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its

insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

15. STANDARD OF PERFORMANCE.
The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm. Ownership of pre-existing IP including the underlying platform, algorithms, or know-how is retained by the Firm.

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

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

18. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the

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

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

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

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

REZATEC GLOBAL, INC.,	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Firm's Response to IRFP

26-094a

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

EXHIBIT B

REZATEC DATA PRODUCTS ORDER FORM

This Rezatec Data Products Order Form (the **"Order Form"**) is governed by the Rezatec Data Products and Platform Agreement Reference SPOKANE004 (**"Agreement"**) between Rezatec Global Inc., (**"Rezatec"**) and City of Spokane, Washington (**"Customer"**). This Order Form is intended to align with the Scope of Work in Rezatec's IRFP 6524-26 response and City of Spokane PSA 26-094.

This Order Form shall commence upon the Effective Date and specifies the Area of Interest for which Data Products are ordered as well as payment terms and the Initial Term of the Agreement (the "**Initial Term**"). All capitalized terms not defined in this Order Form shall have the meaning given to them in the Agreement.

Appendix A specifies the Area(s) of Interest for which Data Products are ordered. Appendix B specifies the data inputs required from the Customer to enable delivery of the Data Products ordered. Appendix C contains the Implementation Schedule which specifies the agreed timeline for the deployment of the licensed data products to the Area(s) of Interest specified under this Agreement. Appendix D outlines the Payment Schedule.

ORDER DETAILS:

Customer Name:	City of Spokane, WA	**Billing Terms:**	
Customer Address:	914 E North Foothills Dr, Spokane, Washington, 99207, United States	Effective Date:	The Effective Date of June 1, 2026 as specified in the Data Products and Platform Agreement Reference SPOKANE004.
		Initial Term:	A period 12 months from the Effective Date.
		Payment Frequency:	The amount is payable in three instalments as follows: Instalment 1 (50%) is invoiced on the Effective Date. Instalment 2 (25%) is invoiced four (4) months after the Effective Date. Instalment 3 (25%) is invoiced eight (8) months after the Effective Date. Please refer to Appendix D for the complete Payment Schedule.
		Payment Method:	Electronic Fund Transfer only.
Customer Contact:	Jeanne Finger	Payment Terms:	Net 30 days.
Phone:	+1 (509) 867 4735 (JF)	Customer Accounts Payable Contact:	Rebecca Graybeal, Accounts Payable
Email:	jfinger@spokanecity.org	Email:	rgraybeal@spokanecity.org, AccountsPayable@spokanecity.org
		Phone:	+1 (509) 625 6093 (RG)

NOTICE DETAILS:

Customer:		**Rezatec:** Treasurer	
Address:	914 E North Foothills Dr, Spokane, Washington, 99207, United States	Address:	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA.
Email:	jfinger@spokanecity.org jsakamoto@spokanecity.org	Email:	legal@rezatec.com

PLATFORM SUBSCRIPTION: – Products specifications:

Data Product	Description	Area of Interest	Price Ex-Tax (USD)
Rezatec Pipeline Risk Standard Package	12-month term; one model delivery during the contract year; deliverables per Rezatec IRFP response 6524-26.	See Appendix A (covering the 1,171 miles of water mains).	$ 104,942.00 (See Appendix D for full Payment Schedule)
Total Subscription Price			**$ 104,942.00**

DATA PRODUCTS SUBSCRIPTION: – Data Products specifications:

	Data Product – Model Type	Length to be processed[1]
1	Mains	985.97
2	Transmission	185.52
	Total Length	**1,171.39**

[1] Final length delivered is always subject to Rezatec feasibility assessment.

PLATFORM SUBSCRIPTION TERMS – ACCESS TO PLATFORM, DATA PRODUCTS AND AUTHORISED USERS

Access to the Platform

Platform URL	https://platform.rezatec.com/signin

Authorised Users (insert rows as required):

User Names	User Role:	Email Address:	Data Products Access
Aaron Eirls	Water Service Foreperson	aeirls@spokanecity.org	Rezatec Pipeline Risk
Collin O'Sullivan	Engineer	cosullivan@spokanecity.org	
David St. Pierre	Project Manager	dstpierre@spokanecity.org	
-	-	jdclark@spokanecity.org	
Jeanne Finger	Senior Engineer	jfinger@spokanecity.org	
Jim Sakamoto	Principal Engineer	jsakamoto@spokanecity.org	
Leon Hopkins	Operations Supervisor	lhopkins@spokanecity.org	
Mark Olson	Programmer Analyst	molson@spokanecity.org	
Warren Sirianni	Maintenance Supervisor	wsirianni@spokanecity.org	
Richard Proszek	Senior Engineer	rproszek@spokanecity.org	

DATA PROTECTION

Scope of the processing:	Provision of the Data Products and Platform.	**Nature of the processing:**	Storing password-based access.
Purpose of the processing:	Provision of the Data products and Platform to the Customer.	**Duration of the processing:**	The duration of this Agreement.
Types of personal data:	Names and email addresses only.	**Categories of data subject:**	Authorised Users of the Platform only.

ADDITIONAL TERMS:

1. This Order Form does not form a contract between Rezatec and the Customer until it has been signed on behalf of both Rezatec and the Customer (at which point a contract is formed). The Customer acknowledges and agrees that by signing this Order Form, it is accepting and agreeing to:
    - the content of this Order Form;
    - the terms and conditions of the Data Products and Platform Agreement Reference SPOKANE004 agreed between Rezatec and the Customer;

   all of which are made a part of this Order Form by reference as if fully stated within it.

2. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order Form not an invoice.

3. Notwithstanding anything to the contrary, any terms and conditions in any purchase order or similar documents issued by Customer shall not apply.

4. The terms of this Order Form are based on the completion and return to Rezatec of this Order Form on or before June 30th, 2026.

The individuals signing below represent that they have the authority to execute this Order Form on behalf of Customer or Rezatec:

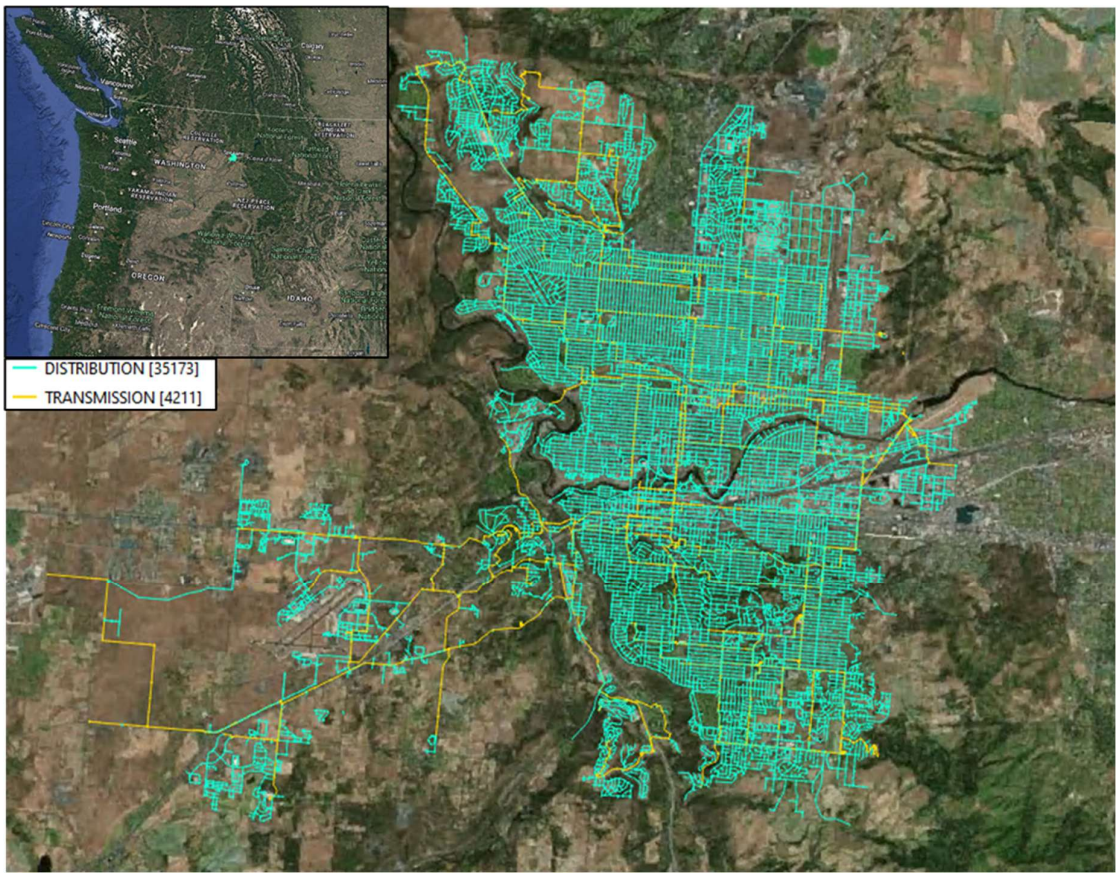
REZATEC GLOBAL, INC.:	**CITY OF SPOKANE, WA:**
Signature:	Signature:
.....	.....
Print name:	Print name:
.....	.....
Title:	Title:
…….	…….
Date:	Date:
…….	…….

Appendix A

Area of Interest

- The table outlines the pipe length by transmission, distribution and total length.
- The map outlines the locations of transmission and distribution pipes.

Pipe Type	**Length (Miles)**
Water Transmission	185.52
Water Distribution	985.87
Total Length	**1,171.39***



Appendix B

Required Data Inputs from Customer

Rezatec requirements for Pipeline Risk Product:

Customer Data Requirements

Processing will only begin once all datasets required for processing have been provided, unless otherwise agreed upon by both parties.
Metadata for any terms in needing definition, such as column and shorthand, translation to English, and direction on what data to use would avoid any unnecessary delays to project processing.

Likelihood of Failure

Distribution Pipeline Network

GIS polyline format preferred of the most recent version of the relevant mains network. Please quote the total length of the network being provided.

Distribution pipeline is primarily the pipe type modelled, and data networks will be filtered for just this network type unless otherwise agreed. This will be the case unless the data provider clarifies that the transmission network is not significantly different and does not have a sufficient percentage of missing minimum attributes.

Data provided to Rezatec will be assumed to be active rather than retired pipe unless made explicitly clear by the data provider. This is so that only active pipe is modelled.

Minimum attributes:

- Material (with abbreviations defined)
- Diameter (with unit made clear, e.g., millimetre)
- Age (date of install or years old)
- Length (with unit made clear, e.g., metre)
- Pipeline type if applicable (a means to define distribution network).

Desirable attributes (if available and subject to feasibility results):

- Observed condition
- Street
- Pipe lining date and liner material
- Pressure
- Depth
- Flow
- Pipeline network management areas (e.g. District Metered Area).

The data feasibility is essential to ensure the successful delivery of the distribution network.

Historic Incidents

Minimum three years' worth of data in a format that can be assigned to each pipe section (i.e. location co-ordinates or pipeline section identifier). For retrospective assessment, we use year 1 and year 2 to build the risk model. The results are then compared to year 3 to demonstrate the accuracy of predictions. Please quote the total number of incidents being provided.

Minimum attributes:

- Location of failure (GIS data or XY co-ordinates)
- Date of failure

Desirable attributes (if available):

- Location of failure (which pipeline section)
- Asset number
- Infrastructure type (e.g., pipe, valve, junction, meter)
- Cause of failure (e.g., collapse, vegetation, blockage)
- Rate of leakage
- Length of leakage
- Remedial action taken.

If address-level data is the only available location attribute, Rezatec will need to perform a geocoding process which may impact results and timelines.

Incident data provided to Rezatec will be assumed to be a natural break suitable for modelling unless made explicitly clear by the data provider. Incidents caused by human activity should be identified so they can be excluded.

Transmission Pipeline Networks

If included, these parts of the network are usually modelled separately from the distribution network as the attributes and locations are usually very different to distribution.

Please ensure the networks are identified correctly as transmission or distribution. The data feasibility is essential to ensure we can deliver our insights for transmission networks.

Consequence of Failure

Areas of high risk to pipeline failure. Examples of these could be locations of:
GIS Point/Polyline/Polygon Format:

- Hospitals
- Schools
- Transport structures like railway stations or critical road links
- Critical business customers
- Water bodies
- Projected environmental areas
- High-pressure zones.

In summary, any locational data that you would like us to factor within the consequence of pipeline failure.

Please note: if you do not have COF areas outlined in your GIS, we can use our standard approach, which includes schools, Hospitals, airports etc to populate these zones for you.

Consequence tiers
We also require a guide as to the importance between each kind of risk area relative to each other. We normally ask for tiered classifications of importance. An example of this can be as follows:

- Tier 1 – the least important but still to be considered as a high-risk area of interest (schools, shops)
- Tier 2 – More important levels of risk (key infrastructure – Roads, railway stations)
- Tier 3 – The most important (water bodies, hospitals).

There does not need to be exactly 3 tiers, it can be more or less, but you must be able to provide us with a differentiator between certain consequence variable impacts if you require this to be represented in the model.

Please note: if you have no differentiator between your chosen consequence variables, we can assume that all factors will have the same level of weighting within the model.

Additional Data
The Rezatec platform can look to host additional data layers alongside the pipeline network results for use in co-prioritisation of planning and operations, or simply visual reference.

Similar GIS formatted data is typically required, or data can be attached at the pipe level if appropriate ID systems can be used to join records.

Examples of additional data include:

- Hydrant and Valve point locations
- Roads/streets (name, type and any further records like age and condition)
- Planning areas for past and future works

Appendix C

Implementation Schedule

Key Milestones	Description	Estimated Timeline
Welcome	• Email to introduce the team and next steps.	On commencement
Customer Data Review	• Review of new network and incident data received. • Data review call if required.	Week 1
Customer Kick-Off Meeting	• Meeting to identify outstanding queries regarding data and agree paths to resolution. • Opportunity to discuss any additional data visualization requirements. • Outline the planned delivery schedule and key dependencies.	Week 2
Data Preparation	• Cleaning and preparing data modelling inputs. • Filtering relevant data. • Segmentation of the pipeline network.	Week 3-4
Modelling	• Modelling pipe-level geospatial AI. • Combining the appropriate environmental factors with pipeline attributes.	Week 5-6
Model Validation	• Evaluating the strength of the model. • 5-fold cross-validation – intentionally withholding the most recent year of incidents.	Week 7-9

Key Milestones	Description	Timeline
Platform Upload	• Post-model analytic. • Post-model formatting. • Customer site setup.	Week 10
Customer Data Delivery	• Data delivery within 45 business days from kick-off date or by the date agreed with the customer. • Meeting scheduled to recap on scope, show model validation report and analysis results presentation and navigation demo within the platform.	Week 11
Additional Support	• Agree review schedule with the customer to digest the results. • Revisit any questions or clarifications required by customer on model results. • Help design their study.	Week 12-16
Data Validation and operational workflow mapping	• Subject to discussion with customer.	Week 16+

Appendix D

Payment Schedule

Contract Term: 12 months
Payment Profile: Annual invoice split into 3 instalments per Contract Year (50% / 25% / 25%)
Option Years: Option Year pricing and invoicing apply only if the City exercises the applicable renewal option and the parties execute a written renewal/amendment for that year.
Payment Terms: Net 30 days from date of invoice issuance.
Taxes: Prices exclude all taxes. WA State sales tax to be treated in accordance with the executed City contract.

Table 1 – Summary by Contract Year

Contract Year	Description	Annual Price (USD, excl. taxes)
Year 1 (2026)	Base Year	**$104,942**
Year 2 (2027)	Option Year 1	**$115,436**
Year 3 (2028)	Option Year 2	**$132,752**
	Total (if all option years exercised)	**$353,130**

Table 2 – Detailed Invoice Schedule

Contract Year	Status	Instalment	% of Annual	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	1	50%	1 June 2026	**$52,471**
		2	25%	1 October 2026	**$26,236**
		3	25%	1 February 2027	**$26,235**
Year 2 (2027)	Option Year 1 *(if exercised)*	1	50%	On Option Year 1 Effective Date	**$57,718**
		2	25%	Option Year 1 Effective Date +4 months	**$28,859**
		3	25%	Option Year 1 Effective Date +8 months	**$28,859**
Year 3 (2028)	Option Year 2 *(if exercised)*	1	50%	On Option Year 2 Effective Date	**$66,376**
		2	25%	Option Year 2 Effective Date +4 months	**$33,188**
		3	25%	Option Year 2 Effective Date +8 months	**$33,188**

DATA PRODUCTS & PLATFORM AGREEMENT BETWEEN REZATEC GLOBAL INC. AND CITY OF SPOKANE, WASHINGTON REFERENCE: SPOKANE004

This Agreement is by and between Rezatec Global Inc., a Delaware corporation with its principal place of business at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808 ("Rezatec") and City of Spokane, Washington with its principal place of business at 914 E North Foothills Dr, Spokane, Washington, 99207, United States ("Customer").

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION.

1.1. The following terms shall have the meanings set forth below:

"ADR notice" has the meaning given to it in Section 26 (Dispute Resolution).

"Aggregated Data" means data and information related to Customer Data or Customer's use of the Services that is used by Rezatec in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Data does not include (directly or by inference) any: (a) information identifying the Customer or any identifiable individual; or (b) Customer's Confidential Information.

"Agreement" means the agreement between Rezatec and Customer for access to and use of the Platform and the Data Products in accordance with the Order Form, which shall be incorporated in its entirety herein.

"Authorized User" means those employees, officers, agents and independent contractors of Customer (or its affiliates) who are authorized by Customer to use the Platform in accordance with the provisions of this Agreement and for whom access to the Platform has been purchased hereunder.

"Business Days" means any day other than a Saturday or a Sunday or holiday.

"Confidential Information" means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by one party (the "disclosing party") to the other in connection with this Agreement including without limitation all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, Intellectual Property Rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the disclosing party or any member of its group and any other information that is identified by the disclosing party as being of a confidential or proprietary nature. Confidential Information also includes Customer Data provided by Customer to Rezatec under this Agreement and the Data Products provided by Rezatec to Customer under this Agreement.

"Customer Data" means any data provided by Customer to be combined with, used alongside or inputted in the Data Products.

"Data Products" means the exportable data, including tabulated data points to be provided to Customer, as specified in the Order Form, but does not include the algorithms or other proprietary intellectual property used to generate such exportable data.

"Data Protection Laws" means all applicable laws in force relating to the protection of personal information.

"Effective Date" means the commencement date of the Service including any set-up or configuration time and is specified in Section 3 (Access to the Platform).

"Feedback" means any and all suggestions or recommended changes to the Platform or Data Products including new features or functionality relating thereto, or any comments, questions, suggestions, or the like provided by Customer or an Authorized User.

"Fees" means the fees set out in the Order Form or as may be amended in accordance with Section 18 (Fees and Payment) of this Agreement.

"Initial Term" means twelve (12) months from the Effective Date through May 31, 2027.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in processed data, computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Normal Business Hours" means 9:00 a.m. to 5:30 p.m. Central Standard Time on Business Days.

"Order Form" means Rezatec's form for placing orders for Data Products that are agreed and signed on behalf of both Customer and Rezatec.

"Platform " means the Rezatec Geospatial Platform , and any software applications, computer programs, and codes provided by Rezatec through which Customer may remotely access the Data Products.

"Renewal Term" has the meaning given to it in Section 16 (Term and Renewal).

"Service" means the combination of Data Products provided to Customer under this Agreement.

"Writing" shall include communication effected by email, fax or similar means.

1.2. Where there is a conflict between these terms and conditions, the special terms set out an Order Form, any other terms set out in an Order Form, the order of precedence is as follows: (1) the special terms set out in an Order Form; (2) the terms and conditions set out herein; and (3) any other terms (not being the special terms) set out in an Order Form.

2. THE DATA PRODUCTS.

2.1. The Data Products to be provided under this Agreement are set out in the Order Form, attached hereto and incorporated into this Agreement by reference.

2.2. Provision of the Data Products is made strictly subject to payment by Customer (in accordance with Section 18 (Fees and Payment) of the Fees set out in the Order Form.

3. ACCESS TO THE PLATFORM .

3.1. The Effective Date of this Agreement is **June 1, 2026**.

3.2. On receipt of cleared funds for the initial payment specified in the Order Form, Rezatec will deliver access details and passwords in line with the requested number in the Order Form for the purpose of allowing Authorized Users to use the Platform via a URL specified in the Order Form.

3.3. Subject to clause 3.2, within thirty (30) Business Days of written acceptance by Rezatec of Customer data inputs specified in the Order Form after the Effective Date, Rezatec will enable access to the ordered Data Products via a URL specified in the Order Form.

3.4. Customer shall contact Rezatec if there is any change in Customer personnel who are Authorized Users (including when Authorized Users cease to be employed or engaged by Customer) and Rezatec will on reasonable notice provide new Platform access details and passwords for new Customer personnel replacing existing personnel's access to the Platform .

3.5. Customer shall ensure that all Authorized Users are aware of and abide by the terms of this Agreement and all applicable requirements of Data Protection Laws, including their obligation to comply with any other user terms applicable to the Platform and notified to Customer. Customer shall only provide Authorized Users with access to the Platform via the access method provided by Rezatec and shall not provide access to anyone other than an Authorized User.

3.6. Customer shall be liable at all times to Rezatec for all acts and omissions of the Authorized Users and access to and use of the Platform directly or indirectly by or through the Customer systems or its or its Authorized Users' user logons, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Rezatec reserves the right to revoke or suspend Customer's access to the Platform as set forth in Section 5 or Section 9, in the event of any breach by Authorized Users of the terms of this Agreement.

4. AVAILABILITY OF THE PLATFORM .

4.1. Rezatec shall use commercially reasonable endeavours to make the Platform available to Customer twenty-four (24) hours a day, seven days a week excluding:

(i) scheduled maintenance which Rezatec shall use commercially reasonable endeavours to undertake between 22.00 – 23.59 Central Standard Time;

(ii) emergency maintenance; or

(iii) downtime caused in whole or part by an event outside Rezatec's reasonable control in which case Section 28 (Force Majeure) shall apply.

4.2. Rezatec will use reasonable endeavours to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by an event outside Rezatec's reasonable control.

4.3. Customer acknowledges that Rezatec is entitled to modify the features and functionality of the Platform as part of its ongoing development of the Platform . Rezatec shall use reasonable endeavors to ensure that any such modification does

not materially diminish the functionality and features of the Platform .

5. USE OF DATA PRODUCTS AND PLATFORM .

5.1. In consideration of Customer's payment of the Fees in full when due in accordance with the terms of this Agreement and subject to the limitations and prohibitions set out in this Agreement, Rezatec hereby grants to Customer a non-exclusive right for the duration of this Agreement to allow Authorized Users to access the Data Products via the Platform .

5.2. Customer represents, warrants and agrees that the Platform and Data Products will be used only in accordance with the terms, conditions and limitations set out in this Agreement.

5.3. The right granted by Rezatec to Customer under this Section 5 is subject to the following limitations and (without limitation) to Customer obligations set out in Section 7.1 below:

(i) the Platform may only be accessed and used by the Authorized Users specified in the Order Form;

(ii) access is limited to the Data Products set out in the Order Form; and

(iii) Customer and its Authorized Users may, (a) download and print extracts of the Data Products as required in a manner consistent with reasonable internal business use purposes; and (b) may download (via the Platform) PDF copies of extracts of the Data Products for use for Customer's internal business purposes and send these copies to third parties or store such copies in Customer's systems.

5.4. Customer acknowledges and agrees that the Data Products are licensed and not sold and Customer receives no rights other than those specifically granted to Customer under this Agreement.

5.5. Rezatec reserves the right to monitor usage by all Authorized Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Rezatec or a third party authorized by Rezatec. If any audit reveals that any access details or password have been provided to an individual that is not an Authorized User, Rezatec may, disable any such access details or passwords.

5.6. In the event of unauthorized use of the Platform by Customer or Authorized Users, Rezatec reserves the right to deny Customer or Authorized Users access to the Platform , including but not limited to by blocking, without prior notification, the IP addresses that Customer or Authorized Users used to access the Platform .

6. CUSTOMER DATA

6.1. Customer hereby grants to Rezatec:

(i) a non-exclusive, non-transferable right, without the right to grant sub-licences (except to Rezatec's service providers), to use the Customer Data for the purpose and duration of this Agreement; and

(ii) notwithstanding the aforementioned, a non-exclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual right to extract data from the Data Products (the extent of which is set out in the Order Form) and use such extracted data for its own business purposes provided that the extracted data is anonymized, Customer cannot be identified from it and none of Customer's Confidential Information is disclosed.

6.2. Customer shall provide the Customer Data to Rezatec in a timely manner or by the date set out in the Order Form. Rezatec is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, and Rezatec shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

6.3. Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects (as required by applicable Data Protection Laws) for the collection and processing of all personal data included in Customer Data.

7. CUSTOMER OBLIGATIONS.

7.1. Except to the extent such activities are expressly permitted under this Agreement, Customer shall not, and shall ensure all Authorized Users and Customer's employees, officers and representatives shall not, nor attempt to:

(i) decompile the underlying software (or any part of it) that is used to provide the Platform ;

(ii) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Platform ;

(iii) remove proprietary or confidentiality notices on any Data Products or extracts of Data Products;

(iv) be permitted to frame or mirror any part of the Platform other than as expressly permitted by Rezatec in Writing;

(v) remove any product identification, trademarks, trade names, proprietary copyright, confidentiality or other notices placed on the Data Products and/or Platform ;

(vi) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Data Products or the Platform in any form or media or by any means;

(vii) disassemble, reverse engineer or otherwise reduce to human-perceivable form or otherwise attempt to derive or gain access to the source code of the Platform ;

(viii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid access credentials;

(ix) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Platform , or Rezatec's provision of services to any third party, in whole or in part;

(x) access or use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Rezatec), or that violates any applicable law;

(xi) access all or any part of the Data Product or the Platform in order to build a product or service which competes with the Data Products, the Platform or any part of either of them, or for any other purpose that is to Rezatec's detriment or commercial disadvantage;

(xii) use the Data Products and/or the Platform to provide services to third parties;

(xiii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Data Products and/or the Platform available to any third party except the Authorized Users;

(xiv) attempt to obtain, or assist third parties in obtaining, access to the Data Products and/or the Platform ; or

(xv) extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Data Products (or any part of them); or

(xvi) otherwise access or use the Services or the Platform beyond the scope of the authorization granted under this Agreement.

7.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Data Products and/or the Platform and, in the event of any such unauthorized access or use, promptly notify Rezatec, and Customer shall control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Platform .

7.3. Customer shall not, and shall ensure that the Authorized Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Platform or Rezatec's systems or otherwise disrupt the provision of the Platform .

7.4. The rights provided under this Agreement are granted to Customer and its Authorized Users only.

7.5. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform ; (iii) all access to and use of the Data Products by any person by or through Customer's systems or any other means controlled by Customer or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Platform or Rezatec; (2) results obtained from any use of the Platform or Data Products; and (3) conclusions, decisions, or actions based on such use.

8. SERVICES EXCLUDED. This Agreement covers only the right to access and use the Data Products agreed in the Order Form. Customer agrees that Rezatec shall have no liability under this Agreement for the outcome of such additional services or data products even when provided directly to Customer by Rezatec and it is expressly agreed that any claims, demands or other remedies with respect to the performance of such additional services or data products shall be governed strictly outside of this Agreement.

9. SUSPENSION OF ACCESS.

9.1. Rezatec may suspend, terminate, or otherwise deny Platform set-up activities or access to all or any part of the Platform to Customer's, any Authorized User's, or any other person, without incurring any resulting obligation or liability, if:

(i) Rezatec receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Rezatec to do so;

(ii) Rezatec suspects in its good faith and reasonable discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this Agreement (including any payment obligation or any failure to fully fund invoices immediately upon notice of a deficiency), or accessed or used the Platform beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Service, (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Platform , (3) this Agreement expires or is terminated, or (4) suspension is necessary to protect damage or risk to, or degradation of, the integrity, functionality, or ability of other members to use, the Platform ; or

(iii) Customer fails to pay any sums due to Rezatec by the due date for payment as specified in the Order Form.

9.2. Rezatec will notify Customer or the affected Authorized Users as soon as possible after suspending access to the Platform .

9.3. Where the reason for the suspension is suspected misuse of the Platform or breach of this Agreement, without prejudice to its rights under Section 17 (Termination), Rezatec will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Rezatec considers it appropriate to permanently suspend access to all Authorized Users, it will notify Customer in Writing and this

Agreement will terminate immediately on service of such notice.

9.4. In relation to suspensions under Section 9.1(iii) access to Platform will be restored promptly after Rezatec receives payment in full and cleared funds.

9.5. The Fees shall remain payable during any period of suspension notwithstanding that Customer or some of the Authorized Users may not have access to the Platform . This Section 9 does not limit any of Rezatec's other rights or remedies, whether at law, in equity, or under this Agreement.

10. OWNERSHIP.

10.1. Customer acknowledges that the information within and relating to the Data Products (including Aggregated Data) and/or the Platform is Confidential Information of Rezatec and contains trade secrets and proprietary data belonging to Rezatec and that the presence of copyright notices on any medium containing information supplied by Rezatec does not constitute publication or otherwise impair the confidential nature thereof.

10.2. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Customer warrants, represents and undertakes that the Customer Data does not infringe any third party Intellectual Property Rights.

10.3. Each party shall implement all reasonable measures necessary to safeguard the other party's ownership of, and the confidentiality of (a) the Data Products and the Platform in respect of Rezatec; and (b) the Customer Data in respect of Customer, including without limitation: (i) allowing its employees, agents and third parties access to the Data Products, the Platform or Customer Data (as applicable) only to the extent specifically permitted by this Agreement and in any event as necessary to permit the performance of their ordinary services to Customer and to require, as a condition to such access, that such persons comply with the provisions of this Section 10; and (ii) cooperating with the other party in the enforcement of such compliance by its employees, agents and third parties.

10.4. Customer acknowledges and agrees that the skills, know-how and methodologies utilized by Rezatec together with the Data Products and Platform and its associated code and means of delivery, including all Intellectual Property Rights therein constitute valuable trade secrets and Confidential Information of Rezatec and Customer acknowledges and agrees that all Intellectual Property Rights shall remain the sole property of Rezatec (and/or the relevant Rezatec third party licensor). Customer shall gain no right, title or interest in the Data Products, the Platform , the skills, know-how and methodologies by virtue of this Agreement other than the non-exclusive limited, conditional, right of access granted in this Agreement, in each case subject to Section 7.1. All other rights in and to the Platform and Data Products are expressly reserved by Rezatec. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Rezatec an assignment of all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights relating thereto.

10.5. Without limiting the foregoing, Customer acknowledges and agrees further that all Intellectual Property Rights in any general improvements or changes to the Data Products, as well as Feedback suggested by Customer which relate to the Data Products and the Platform shall at all times vest in Rezatec and Customer shall take all necessary actions to ensure all such rights are so assigned to and remain with Rezatec. Customer hereby assigns to Rezatec on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in such Feedback and all Intellectual Property Rights contained therein. Rezatec is free to use, without attribution or compensation to any part, any and all Intellectual Property Rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, Rezatec is under no obligation to make use of any Feedback.

10.6. Customer shall take, at Rezatec's option and cost (except where Customer is at fault or where this arises as a result of a breach of this Section 10 or Section 15 (Confidentiality) by Customer) and under Rezatec control and discretion, any legal action necessary whether in the name of Customer or of Rezatec to prevent or stop the unauthorized use of such trade secrets and Confidential Information of Rezatec by any third party or entity who or which has accessed the whole or any part of any trade secrets or Confidential Information.

11. INDEMNITY.

11.1. Subject to the remaining provisions of this Section, Rezatec shall defend Customer against any claim that the Rezatec Platform or any Data Products infringes any United States of America patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any reasonable legal costs incurred by, and amounts awarded against Customer in judgment or settlement of such claims, provided that:

(i) Rezatec is given prompt written notice of any such claim specifying the claim in reasonable detail;

(ii) Customer provides reasonable assistance and co-operation to Rezatec in the defense and settlement of such claim, at Rezatec's expense;

(iii) Customer shall not make any admission of liability, agreement or compromise in relation to the claim without the prior consent of Rezatec in Writing;

(iv) Customer shall give Rezatec and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Customer, so as to enable Rezatec and its professional advisers to examine them and to take copies (at Rezatec's expense) for the purpose of assessing the claim;

(v) Rezatec is given sole authority to conduct, and to make decisions in relation to, the defense and/or negotiation and settlement of the claim; and

(vi) Customer will be entitled to participate in the defense of a claim and to employ legal representation at its own expense.

11.2. In the defense or settlement of any claim, Rezatec may at its option and expense:

(i) procure the right for Customer to continue using the Data Products, materially as contemplated by this Agreement;

(ii) replace or modify the Data Products so that they become (as so modified or replaced) non-infringing; or, if such remedies are not reasonably available,

(iii) terminate this Agreement on five (5) Business Days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

11.3. In no event shall Rezatec, its employees, agents and sub-contractors have any obligation to indemnify, or have any other liability to, Customer and its Authorized Users under this Agreement to the extent that the alleged infringement is based on:

(i) Customer's failure to abide by the terms of this Agreement;

(ii) Customer's use of any third-party services alone or in combination with the Platform ;

(iii) any alteration, configuration, customisation or modification of the Data Products and/or Platform not performed by Rezatec, regardless whether the alteration, configuration, customisation or modification was performed using Rezatec tools, methods documented by Rezatec, or training provided by Rezatec or Rezatec sub-contractors or agents;

(iv) Customer's use of the Data Products and/or Platform in a manner contrary to the terms of this Agreement or to the instructions or advice given to Customer by Rezatec;

(v) Customer's use of the Data Products and/or Platform after notice of the alleged or actual infringement from Rezatec or any appropriate authority;

(vi) Rezatec's use of any materials provided by Customer or, Rezatec's compliance with any Customer request or instruction; or

(vii) any Customer Data combined, used alongside or inputted into the Data Products.

11.4. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND REZATEC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM OR DATA PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

11.5. Customer shall indemnify Rezatec against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rezatec arising out of or in connection with (i) any breach of the warranty contained in Section 10.2; (ii) Customer Data and any use of Customer Data by or on behalf of Rezatec in accordance with this Agreement; (iii) any failure of Customer to comply with the terms of data protection as set forth in Section 14; (iv) any violation of right of privacy or the right of publicity, by Customer; (v) Rezatec's use of materials provided by the Customer or in compliance with any Customer request or instruction; or (vi) any material breach of any representation, warranty, agreement, or obligation made by Customer in this Agreement .

11.6. Nothing in this Section 11 shall restrict or limit Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by Rezatec in this Section 11.

12. DISCLAIMER OF WARRANTIES.

12.1. **All warranties, conditions, representations and guarantees, whether express or implied, arising by statute, law, custom, oral or written statements of Rezatec, Rezatec's partner(s) or otherwise (including, but not limited to, any warranty or condition as to merchantability, satisfactory quality or fitness for particular purpose or of error-free and uninterrupted use of the Platform) are, to the fullest extent permitted by applicable law, hereby superseded, excluded and disclaimed.**

12.2. **Without limiting the generality of the foregoing, the Data Products are provided to Customer on an "as is" basis and Rezatec does not warrant that Customer's use of the Data Products or the Platform will be uninterrupted or error-free, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code; or that the Platform , Data Products and any related documentation and/or the information obtained by Customer through the Platform will meet Customer's requirements. Customer is solely responsible for the use it makes of the Data Products, reliance it places on such Data Products and any judgments it makes irrespective of such Data Products.**

12.3. **Rezatec makes no warranty that the Platform will contain computer programs with characteristics or specifications desired or required by Customer or that access to the Data Products under this Agreement will be continuous and uninterrupted. Customer is solely responsible for, and Rezatec expressly disclaims any and all liability associated with the content of Customer Data. Furthermore, Rezatec shall not be responsible for:**

(i) **any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities,**

including the internet, and Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and

(ii) **the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the Customer Data stored or transmitted using the Platform and Customer acknowledges that the Platform functions solely as a conduit for transmission and storage of such Customer Data.**

13. LIMITATION OF LIABILITY.

13.1. **In no event shall Rezatec be liable to Customer for any: (a) loss of profits or loss of revenue; (b) loss of production, use, business, revenue, or profit or diminution in value or loss of contracts; (c) loss of goodwill or reputation; (d) third party claims; (e) loss, damage, corruption, or recovery of data, interruption in the use or availability of data, or breach of data or system security; or (f) consequential, incidental, indirect, special, exemplary, or punitive loss, in each case whether incurred directly or indirectly by Customer under any legal or equitable theory, including arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort, through indemnification or otherwise.**

13.2. **Except in relation to the indemnity contained in Section 11 (Indemnity), the maximum aggregate liability of Rezatec whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by Customer to Rezatec during the twelve (12) months immediately preceding the date on which the claim arose. The foregoing limitations apply even if any remedy fails of its essential purpose.**

14. DATA PROTECTION.

14.1. Both parties will comply with all applicable requirements of the Data Protection Laws. This Section 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.

14.2. If Rezatec processes any personal data on Customer's behalf when performing its obligations under this Agreement (the scope, nature, purpose and duration of which and the types of personal data will be set out in the Order Form):

(i) Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Rezatec so that Rezatec may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf;

(ii) Customer is and shall remain solely responsible to obtain adequately informed consent from data subjects to, such use, processing, and transfer as required by the Data Protection Laws and all other applicable data protection legislation;

(iii) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(iv) Rezatec shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(v) Rezatec shall assist Customer, at Customer's cost, in respect to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, and to demonstrate its compliance with the requirements of Article 28; and

(vi) Rezatec shall notify Customer of any legal requirement to process data beyond Customer's instructions, unless not permitted to on important grounds of public interest, and if, in Rezatec's opinion, any instruction infringes an applicable Data Protection Law;

(vii) Rezatec shall notify Customer without undue delay on becoming aware of a personal data breach;

(viii) Rezatec shall at the written direction of Customer, delete or return the personal data and copies thereof received or created pursuant to the Agreement to Customer on termination of this Agreement unless required by applicable law to retain the personal data.

14.3. Customer consents to Rezatec's use of sub-processors engaged in the processing of Customer's personal data by way of general authorization in respect of all sub-processors as at the date of this Agreement. Rezatec shall make available to Customer a list of its current sub-processors on request and Customer may sign up to receive notifications of changes by Rezatec to its sub-processors to give Customer an opportunity to object to such change. Customer must notify Rezatec in the event that Customer does not agree to a proposed change within sixty (60) days of receiving a notification from Rezatec, specifying its grounds for such objection (acting reasonably). If Rezatec receives such an objection, then Rezatec may (at its option):

(i) cancel its plans to change the affected sub-processor;

(ii) offer an alternative which is acceptable to Customer; or

(iii) take corrective steps to remove the objection identified by Customer to Customer's reasonable satisfaction, after which Rezatec may proceed with appointing the relevant sub-processor.

If none of the above options resolves the objection, then without liability to Customer, Rezatec may terminate this Agreement by providing written notice with immediate effect.

14.4. Customer acknowledges that Rezatec is reliant on Customer for documented instructions as to the extent to which Rezatec is entitled to use and process any personal data, and Rezatec may process personal data only on documented instructions from controller, including for any transfers to a third country. Consequently, Rezatec will not be liable for any claim brought by a data subject arising from any action or omission by Rezatec, to the extent that such action or omission resulted directly from Customer's instructions.

15. CONFIDENTIALITY.

15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(i) is or becomes publicly known other than through any act or omission of the receiving party;

(ii) was in the other party's lawful possession before the disclosure;

(iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

15.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its employees, directors, affiliates', auditors or legal counsel or use the other party's Confidential Information for any purpose other than the implementation of this Agreement.

15.3. Each party may disclose the other party's Confidential Information in strict accordance with a judicial or other governmental order, provided that to the extent possible and legally permitted it gives the other party reasonable notice prior to such disclosure to allow the other party a reasonable opportunity to seek a protective order or equivalent.

15.4. Customer acknowledges the confidentiality of the terms and conditions of this Agreement and shall not disclose them to third parties (except Customer's auditors, legal counsel or third parties whose review is mandated by law) without the prior authorization of Rezatec in Writing.

16. TERM AND RENEWAL. This Agreement shall, unless otherwise terminated as provided in Section 17 (Termination), commence on the Effective Date and shall continue for the Initial Term. The Agreement shall expire automatically at the end of this term, unless otherwise extended by mutual written agreement (each such renewal period a "Renewal Term".

17. TERMINATION.

17.1. Without prejudice to Rezatec's right to terminate this Agreement pursuant to clause 9.3, each party may terminate this Agreement at any time by giving notice in Writing to the other party if that other party commits a material breach of any term of this this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in Writing of the breach.

17.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may immediately terminate this Agreement, without liability to the other, in the event that an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or the other party ceases, or threatens to cease, to trade or conduct business in the normal course; is deemed unable to pay its debts; makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; a receiver is appointed of any of the other party's assets, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or avails itself of or becomes subject to any similar or analogous action or judicial or administrative proceeding in any jurisdiction in consequence of debt.

17.3. Upon termination of this Agreement for any reason: (i) all of Customer's rights and license to use the Data Products and the Platform will immediately terminate; (ii) Customer shall cease all activities authorized by this Agreement; and (iii) Customer shall immediately pay to Rezatec any sums due to Rezatec under this Agreement.

17.4. The parties acknowledge that Customer may, prior to the termination of this Agreement, extract the Data Products and store the Data Products following termination of this Agreement, solely and strictly for Customer's own internal

business continuity purposes.

17.5. The termination of this Agreement for any reason shall not extinguish or diminish Customer's obligation under Section 10 (Ownership) to maintain the confidentiality of the Platform and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including without limitation the following Sections: 1 (Definitions), 10 (Ownership), 12 (Disclaimer of Warranties), 13 (Limitation of Liability), 15 (Confidentiality), 17 (Termination), 21 (Governing Law and Jurisdiction), 22 (Severance), 23 (Variation), 25 (Third Party Rights), 26 (Dispute Resolution), 27 (Notices) and 30 (Entire Agreement).

18. FEES and PAYMENT.

18.1. Rezatec shall invoice Customer in advance for the Fees in respect of the Initial Term. No download or modelling functionality for use of the Data Products specified in the Order Form will be made without receipt of payment in full by Rezatec from Customer of the applicable invoiced amount then due under the Order Form.

18.2. The Fees in respect of each Renewal Term shall automatically increase from the Fees for the immediately preceding Initial Term or Renewal Term (as applicable). Rezatec will begin the renewal process prior to the commencement of the applicable Renewal Term with the Customer in Writing, around 30 – 90 days prior to the commencement of the applicable Renewal Term.

18.3. Customer shall pay Rezatec's invoices at net thirty (30) days.

18.4. All Fees are stated exclusive of Sales Tax which shall be payable by Customer in full at the prevailing rate.

18.5. All amounts due under this Agreement shall be paid by Customer to Rezatec in full without any set-off, counterclaim, deduction or withholding.

18.6. Without prejudice to its other rights and remedies, if Customer fails to pay any amounts to Rezatec when due:

(i) Customer shall pay interest on the overdue amount at a one and a half percent (1½%) monthly finance charge to be calculated on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount; and

(ii) Rezatec may suspend access to the Data Products and the Platform without liability to Customer.

19. SUBCONTRACTORS. Subject to Section 14.2, Customer acknowledges and agrees that Rezatec shall be authorized to sub-contract all or part of the provision of the Platform , provided that Rezatec shall require that any sub-contractor appointed under this Section complies with the terms of this Agreement and provides any sub-contracted services in accordance with the terms of this Agreement.

20. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party, or to a parent, subsidiary or affiliate as part of any internal reorganization provided such party assumes in Writing the terms and conditions of this Agreement (and all rights and obligations under it).

21. GOVERNING LAW AND JURISDICTION. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York. Subject to Section 26 (Dispute Resolution), each party irrevocably agrees that the courts of the State of New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that no provision of the Uniform Computer Information Transactions Act ("**UCITA**") is intended to apply to the interpretation of this Agreement, whether or not UCITA has been enacted in the applicable jurisdiction.

22. SEVERANCE. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23. AMENDMENT. No amendment of or modification to or rescission, termination, or discharge of this Agreement shall be effective unless in Writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by the parties (or their authorized representatives).

24. WAIVER. A waiver of any right or remedy under this Agreement or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default.

25. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall have no right to enforce any of its terms.

26. DISPUTE RESOLUTION. If any dispute arises in connection with this Agreement, the parties will first attempt to settle it by mediation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The parties shall share equally the costs of any mediation pursuant to this Section.

27. NOTICES.

27.1. Any notice given under or in connection with this Agreement shall be in Writing and sent to a party's address, fax number or email address as set out in the relevant section of the Order Form (or as notified in Writing from time to time). Notices shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party, or sent by fax or by email.

27.2. A notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address (or if delivery is not in Normal Business Hours, at 9 a.m. on the first Business Day following delivery), if sent by pre-paid first-class post or other next working day delivery, at 9 a.m. on the second Business Day after posting, or, if sent by fax or email, on the next Business Day after transmission.

27.3. This Section 27 does not apply to notices giving in legal proceedings.

28. EQUITABLE RELIEF. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 14 or, in the case of Customer, Section 3, Section 6, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

29. FORCE MAJEURE. Rezatec shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or incidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of Rezatec), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding of the parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

31. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

32. MARKETING. Both parties agree to use respective company logo's on their respective websites and social medial channels. Both parties agree on or before the initial 6-month anniversary of the signed date of the agreement, to jointly write news and promotional material to use on their respective websites. Both parties agree to review and refresh these materials on an ongoing annual basis.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

For and on behalf of Rezatec Global Inc.:

By: _____ Name: _____

Position: _____ Date: _____

For and on behalf of City of Spokane, Washington:

By: _____ Name: _____

Position: _____ Date: _____

CITY OF SPOKANE
PURCHASING &
CONTRACTS
915 N. Nelson St.
Spokane, Washington 99202
(509) 625-6400

REQUEST FOR PROPOSALS

IRFP NUMBER: 6524-26 **RFP TITLE: Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality** **RFP COORDINATOR: Tanya Lester, City of Spokane Purchasing Department** **QUESTION DEADLINE: Wednesday March 13th TIME: 4:30 P.M.**	**PROPOSAL DUE DATE: Wednesday, March 17th TIME: 2:00 P.M.** **PROPOSAL SUBMITTAL:** **All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.**

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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City of Spokane (hereinafter "City") shall be with the Request for Proposals Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: https://spokane.procureware.com. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE SUMMARY

The City, through its Water & Hydroelectric Services Department is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms to provide geospatial analyses and desktop risk assessments for potable water pipelines.

The Department maintains over 1,000 miles of water mains serving over 200,000 drinking water customers. Over half of all pipes are more than 50 years old. While age alone is not necessarily an indicator of asset condition, many could be beyond useful life and in need of replacement due to a combination of factors including material, location, soil type, and other environmental parameters. Though there is a dedicated leak detection crew, much of the network is uninspected annually which increases the risk of undetected leaks and reactive failures. The City experiences an incident rate approaching 100 main breaks per year.

To assist with capital project planning and proactive leak detection, the City requires information about its assets at the individual pipe segment level - a forward prediction for likelihood of failure, consequence of failure, and overall pipeline criticality - highlighting the areas within the network most at risk.

1.3 MINIMUM QUALIFICATIONS

The Proposer must have **five (5) years** of experience in geospatial analysis, machine learning expertise, and client access portal / platform software development in the water pipeline industry.

Note: In order to enter into a contract, the Proposer must be licensed to do business in the State of Washington.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be for a period of 1 Year, with the option of 2 one-year renewals.

1.5 ADDENDA

It is the responsibility of Proposers to check the City's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Deadline for Questions	Wednesday March 13thth
Proposals Due	Tuesday March 17th
Evaluation, Negotiation and Contract Award	Week of March 19th
Begin Contract Work	Week of May 11th

The City reserves the right to revise the above schedule.

1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm – Consultant, Joint Venture, Team, or Company including Sub-consultants.

Proposal – A formal offer submitted in response to this solicitation**.**

Proposer - Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit Firms to suggest various approaches to meet the City's needs at a given price.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY/DESCRIPTION

Machine learning model processing and analyses of geospatial data variables across the City's drinking water pipeline network attributes. City access to a web-based precision analytics platform portal that displays results of failure predictions for each pipe segment in map and dashboard view, visual and tabular form. Annual processing and analysis of City-supplied GIS and break data, validation of deliverables, and delivery of results to platform. Contract term is one year with option to renew annually for two additional years. The City's network includes approximately 1,171 miles of transmission and distribution mains, ranging in diameter from 2-inch to 48-inch of materials including cast iron, ductile iron, steel, PVD, HDPE, and Kalamein. The network is shown on the Map Spokane map viewer. Under the Layer List, select Utilities > Water > Water Main: https://spokane.maps.arcgis.com/apps/webappviewer/index.html?id=3bd21df38df54be58870e0d66c80d6ae

2.2 SCOPE OF SERVICES

Deliverables shall include:

1. Platform data layers and insights
    a. Likelihood of Failure (LoF)
        i. This data layer defines the highest risk of incident (leakage, burst, etc.) across an entire network. The Likelihood of Failure score is assigned to each pipe segment.
        ii. This data is delivered in 3 GIS layers:
            1. Likelihood of Failure (LoF) – network-wide LoF metric between 1 and 5
            2. LoF prioritization zones – priority within City-defined zones
            3. LoF prioritization across the network – City-defined % (e.g., top 10% of highest LoF across the entire network)

b. Consequence of Failure (CoF)
    i. This data layer defines the impact (consequence) of pipeline failure (i.e. interruption to supply, flooding impact, fire, etc.). This layer will be developed with the City.
    ii. This data is delivered in a single GIS layer:
        1. Consequence of Failure (CoF)– network-wide CoF metric between 1 and 5
        2. CoF prioritization across the network– City-defined % breakdown of the CoF data to show highest CoF by percentage across the network
c. Criticality (of Cost of Failure)
    i. This data layer defines the most critically impactful assets by the combination of likelihood and the City-defined consequence of failure.
    ii. This data is delivered in a single GIS layer:
        1. Criticality (combination of LoF and CoF)
d. Certainty Index
    i. This data layer enables a more detailed categorization of low-risk pipes and high-risk pipes. It will assign a 0-1 score, with pipes sitting closer to 1 having a higher certainty. This score reveals how certain the LoF predictions are, based on the inputs it has been provided.
e. Pipe LoF Influencers
    i. Identify the variables most contributing to LoF on a pipe-by-pipe basis, enabling comparison between individual pipes or groups and clearly showing what drives a given score at the local level.
    ii. Tables or charts on each pipe that provide transparency into why a score is assigned. Filterability to allow users to visualize influencing factors for the entire network or selected subsets, such as pipes or a particular material.

2. Desktop Validation
    a. Data science assessment of how well the model has performed. The most recent year of pipe failure incidents are intentionally withheld to see how accurately the model can predict the failures recorded in the most recent year.
3. Field Validation (planning support)
    a. Support the City in determining the highest-risk areas for investigation while maintaining operational efficiency.
4. Customer Support and Findings Report
    a. Meetings for kickoff and data request, data delivery, training, and quarterly follow-ups
    b. Technical support for City questions and user access
    c. Findings Report during Year One of contract term
        i. Accuracy results and KPIs from desktop and field validation
        ii. Aggregation of data for better use in the field, for example, to facilitate identification of whole pipes or roads with the highest risk pipes
        iii. List of best candidate pipes for a replacement program
        iv. Recommendations for leak detection or condition assessment activity

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Cost Proposal. Proposals shall be prepared with the most favorable terms that can be proposed. There is not a "best and final offer" procedure.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

D. Confirmation that Firm meets minimum qualifications identified in Paragraph 1.3 "Minimum Qualifications".

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements with a comprehensive proposed approach, methodology and work plan.

A. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include the Firm's expectations regarding any required involvement by City staff in the tasks, services, and activities necessary to execute the work plan.

B. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Explain and provide documentation of how Firm meets the minimum qualifications as identified in Paragraph 1.4 "Minimum Qualifications".

C. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

D. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the

part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City's online procurement system portal: https://spokane.procureware.com before the due date and time. **Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Skip "Pricing" Tab. Cost shall be included in Proposal document submitted.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Proposals will be evaluated including overall completeness, quality of content, and ability to follow instructions demonstrating attention to detail as part of the Technical and Management categories. Point scoring is preliminary for evaluation discussion to determine ranking. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview will be considered binding. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 65% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables Firm and Staff Experience/Qualifications/Capabilities References	 35 Points (Maximum) 35 Points (Maximum) 35 Points (Maximum) 35 Points (Maximum)	140 points
COST PROPOSAL – 30%	60 Points (Maximum)	60 points
GRAND TOTAL FOR WRITTEN PROPOSAL		**200 POINTS**

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the Proposer whose Proposal is the most favorable to the City including, but not exclusively, consideration of the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

6. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

- Attachment 1 – RFP 6524-26 Terms and Conditions
- Attachment 2 – RFP 6524-26 Proposal Document

Bid Response Summary

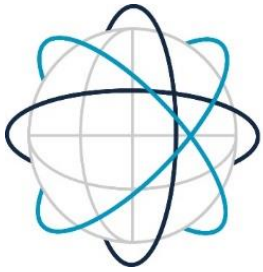
Bid Number	IRFP 6524-26
Bid Title	Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality
Due Date	Tuesday, March 17, 2026 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Rezatec Global Inc
Submitted By	Amee Hamilton - Monday, March 16, 2026 11:20:09 AM [(UTC-08:00) Pacific Time (US & Canada)] ahamilton@thinkcei.com +1 816 213 2056
Comments	

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	AGREED WITH EXCEPTION IDENTIFIED
	4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	5	Proposer confirms meeting the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.	AGREED AND ACKNOWLEDGED
	6	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as “Proprietary”. See “Proprietary Information/Public Disclosure” Paragraph for public record requirements in the Terms & Conditions document.	AGREED AND ACKNOWLEDGED
	7	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES

	8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Harvey Franklin US Direct Line: +1 (302) 440 6361 harvey.franklin@rezatec.com
	9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Amee Hamilton 816-213-2056 ahamilton@thinkcei.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	IRFP 6524-26 - Pipeline Assessment for LOF-COF - Rezatec Response Signed.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

March 11, 2026



Rezatec

City of Spokane

Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality

IFRP Number: 6524-26

Reference: SPOKANE004

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(1) Letter of Submittal

1.1 Re: IRFP 6524-26 – Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality

10 March 2026

City of Spokane

Tanya Lester

914 E North Foothills Dr, Spokane, Washington, 99207, United States

Dear Evaluation Committee,

Rezatec Global Inc. ("Rezatec") is pleased to submit this proposal in response to IRFP 6524-26 – Pipeline Assessment for Likelihood/Consequence of Failure (LOF/COF) and Criticality. This proposal is submitted in the required order: (1) Letter of Submittal, (2) Technical Proposal, and (3) Cost Proposal.

Rezatec proposes to deliver a GIS-ready Pipeline Risk service for the City's water transmission and distribution networks, including LoF (three GIS layers), CoF, Criticality, a Certainty Index, Pipe LoF Influencers, validation support, and a Year 1 Findings Report, supported by platform access and customer support, as described in the enclosed Technical Proposal.

1.2 Vendor Details

Legal Entity Name: Rezatec Global Inc.
Address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808
Principal Place of Business: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808

Primary Contracting Contact: Amee Hamilton, General Manager
Telephone: +1 816-213-2056
Email: ahamilton@thinkcei.com

1.3 Legal Status and Operating Location

Corporation

Rezatec Global Inc.
Address: 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808

1.4 Required Disclosure Statement

Rezatec confirms that it does not have any current City of Spokane employees or employees of participating agencies, or any former such employees within the prior twelve (12) months, serving on its staff or board of directors.

1.5 Minimum Qualifications Confirmation

Rezatec confirms that it meets the minimum qualifications identified in Paragraph 1.4 “Minimum Qualifications,” including:

- A minimum of five (5) years of experience in geospatial analysis in the water pipeline industry;
- A minimum of five (5) years of experience applying machine learning in the water pipeline industry;
- A minimum of five (5) years of experience in client access portal/platform software development in the water pipeline industry; and
- Being licensed to do business in Washington State.

Washington State business licensing evidence: Rezatec holds a Washington State business licence and City endorsement (Spokane General Business – Non-Resident – Active). See Appendix B for supporting documentation.

1.6 Acceptance of Terms and Conditions

Rezatec acknowledges and agrees to comply with all terms and conditions set forth in IRFP 6524-26 with some additional clarifications listed in the bid around Ownership of Documents and Insurance Coverage.

1.7 Signature

Amee Hamilton

General Manager
Rezatec Global

March 11, 2026

Rezatec Global Inc. | 251 Little Falls Drive, Wilmington, New Castle County, DE, 19808, USA

(2) Technical Proposal

2.1 Executive Summary

Rezatec proposes to deliver a predictive Pipeline Risk service to support the City of Spokane's proactive planning and prioritisation for water main renewal and risk reduction. The service will provide actionable, map-based risk layers and prioritised outputs for Likelihood of Failure (LoF), Consequence of Failure (CoF), Criticality, a Certainty Index, and pipe-level LoF Influencers, supported by desktop validation, field validation planning support, and a Year 1 Findings Report.

Rezatec will provide platform access, training and support to ensure the City can operationalise outputs for renewal planning and targeted inspection/field activities.

2.2 Project Approach / Methodology / Understanding

2.2.1 Understanding of Project Objectives and Spokane's Requirements

Rezatec confirms it has read and understood the City's Scope of Services for IRFP 6524-26. The City requires annual machine-learning processing and analysis of City-supplied GIS and break data to generate failure-risk outputs for each pipe segment, with deliverables validated and published to a web-based precision analytics platform (map and dashboard views with visual and tabular outputs). The contract term is one (1) year with the option to renew annually for two (2) additional years at the City's discretion. The City's drinking water pipeline network includes approximately 1,171 miles of transmission and distribution mains.

Based on the City's network information (including diameter range and material types such as cast iron, ductile iron, steel, PVC, HDPE, and Kalamein), Rezatec will deliver LoF, CoF and Criticality outputs, together with supporting confidence and interpretability deliverables (Certainty Index and Pipe LoF Influencers), through the platform in GIS-ready form to enable the City to prioritise renewal, target inspection/leak detection, and support defensible decision-making.

The City requires a solution that supports decision-making at pipe-segment level by delivering GIS-ready outputs and prioritised insights for failure likelihood, failure consequences, combined criticality, and confidence/interpretability outputs to guide intervention planning.

Rezatec's approach is designed to:

- Convert historic failure and asset/environment data into defensible risk scores that are usable for planning and targeting.
- Provide transparent outputs (Certainty Index and Pipe LoF Influencers) that help the City understand where the model is confident and what factors drive risk.
- Validate performance using a blind / hold-out approach and support the City in translating results into field programmes.

2.2.2 Delivery Approach

Rezatec will deliver each contract year through clear phases with defined review and acceptance points:

1. **Initiation & data mobilisation** (data request and kick-off)

2. **Data onboarding & QA/QC** (data readiness confirmation, gap/quality reporting)
3. **Annual model delivery** (publish risk layers and insights to the platform; outputs review session)
4. **Validation & field planning support** (desktop validation summary and field validation planning workshop)
5. **Operationalisation** (training, adoption support, and Year 1 Findings Report)

Governance & acceptance gates (to be confirmed during project kick-off):

- **Gate 1:** Data readiness and modelling assumptions agreed (City review)
- **Gate 2:** Annual model outputs published for review (City acceptance of formats/coverage)
- **Gate 3:** Validation summary and field planning outputs delivered (City acceptance)
- **Gate 4:** Findings Report delivered + support plan confirmed

2.2.3 Methodology

2.2.3.1 Data inputs and historic analysis

Rezatec will work with the City to ingest, structure and QA core datasets typically including (as available): pipe inventory (attributes and geometry), break/leak history, work orders, pressure/zone/operational context, environmental and hazard layers, and consequence drivers (e.g., critical customers, traffic, proximity factors). QA/QC will identify completeness, consistency and joinability issues early and document any limitations in outputs and reporting.

Full data input requirements are outlined in Appendix A.

2.2.3.2 Machine-learning modelling approach

Rezatec's methodology applies consistent and repeatable machine-learning analysis across the City's pipe network to support evidence-based prioritisation. The service is delivered via a Software-as-a-Service (SaaS) approach, enabling repeatable updates and a consistent user experience for City teams.

Machine-learning techniques are applied primarily to the Likelihood of Failure (LoF) component to reduce bias from manual scoring and improve robustness when analysing multiple interacting factors. LoF modelling is trained using the City's historic failure records alongside the agreed geospatial inputs (pipe attributes and relevant environmental/operational context), to identify patterns associated with increased likelihood of future failure. This process creates a Spokane-specific failure signature—i.e., the combination of variables that best explains historic failures in Spokane's network and therefore provides the strongest basis for forward prediction.

The Consequence of Failure (CoF) component is developed as a consultative layer with the City to ensure it reflects Spokane's priorities and consequence drivers. LoF and CoF are then combined to produce Criticality, supporting practical programme planning.

Outputs are delivered at a resolution suitable for operational use and field planning, with model results provided per pipe segment and presented as GIS layers.

2.2.3.3 Model transparency and interpretability

To support operational confidence and explainability, Rezatec provides:

- **Certainty Index** indicating where the model has stronger vs weaker supporting evidence.
- **Pipe LoF Influencers** that highlight key drivers contributing to a pipe's LoF score (e.g., asset attributes, environment, operational factors), enabling engineering review and more informed targeting.

2.2.3.4 Delivery frequency and ongoing monitoring

Rezatec will deliver one (1) Pipeline Risk model per contract year, including the Base Year and any exercised option years. Each annual delivery includes refreshed GIS layers/insights and the associated validation, reporting, and customer support activities described in this proposal.

Options for additional models can be provided upon request.

2.2.4 Validation Approach

2.2.4.1 Desktop validation concept

Each year following the initial delivery, the incidents that occurred in the last year provided to train the next model will also be used to validate the prior model. The pool of incidents for this validation are typically the passive incidents occurring and reported each year but can be additionally bolstered by any additional leak detection activities. The incidents in the year following each model can then be compared to the risk score given to the associated pipe for a check of incidents occurring on high-risk pipes as well as lacking incidents on low-risk pipes. This approach thus allows for a true-positive and true-negative approach to accuracy validation but can be made flexible to best align with the City's goals and priorities. This validation produces accuracy scoring to support further proactive action to target KPIs like bringing down water loss and repair costs.

The validation is typically visualised in two ways.

1. Ranked percentiles of LoF in classes of 5 along an x-axis against a y-axis counting incidents.
    a. This visualises the entire spread of incidents on the network in a way that can be best compared year on year as the model improves with further data and continual improvements made by the development team. Percentiles best allow for narrowing the view to the highest and lowest risk pipes in the network for precise targeting.
2. Count of incidents and total network pipe population per LoF category (e.g. 0-1, 1-2… 4-5). Using two y-axes shows the distribution of both incidents and pipe across the model allowing for ratios to be visualised. A further break rate graph can then display the comparative break rates of the different categories increasing with risk.
    a. While ranked percentiles show the whole distribution, the LoF score distribution across the network does not always follow a perfect normal distribution curve or equal count per LoF category. Networks may often skew with more pipes predicted to be low risk than those predicted to be high-risk.
    b. This was seen in the pilot with the most populous category being the lower LoF 1-2 with 75 miles to the highest LoF 4-5 category of pipes being a much more concentrated 19 miles. The break rate difference was then significant with 14 per 100 miles just under the AWWA recommendations for a healthy network in the modal 1-2 pipes, and 123 per 100 miles in 4-5, a near nine-fold increase.

2.2.4.2 Field validation planning concept

Rezatec will support the City to translate outputs into an actionable field validation plan, including selection of candidate segments for inspection, balancing risk, certainty and practical constraints. Field validation planning will be supported using the annual model outputs (LoF/CoF/Criticality) alongside Certainty Index and Pipe LoF Influencers, to help the City select candidate segments for inspection that balance risk, certainty and practical constraints. Field findings can be used to refine targeting assumptions and inform future update cycles for proactive action as well as KPI saving on finding leaks early with the field validation itself. Future work can then be integrated to most efficiently work with existing monitoring to improve hit rate while not increasing the workload for leak detection efforts.

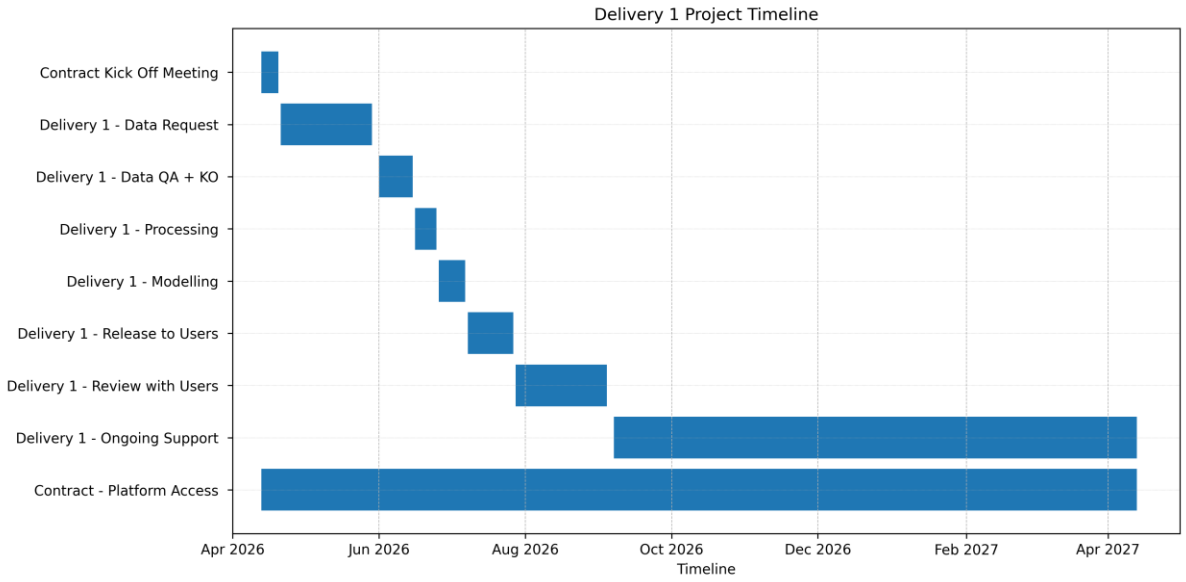
2.3 Work Plan, Schedule, and City Involvement

2.3.1 Work Plan and Schedule Completion Dates

Below is a Base Year work plan and schedule (*illustrative; dates to be confirmed from the Effective Date). Model updates would be initiated one and two years after the Base Year Kick Off and would follow the same delivery timeline each year unless changes to the delivery window are requested. This table is designed to meet Spokane's requirement for tasks/activities, deliverables, completion dates, and City staff involvement.

Delivery Item	Date Start*	Date End*	Description
Contract Kick Off Meeting	13/04/2026	20/04/2026	Initial project kick off meeting to finalise the timeline to best suite the project requirements of the team.
Data Request	21/04/2026	29/05/2026	Network, leak and any additional data required for modelling requested and to be shared over.
Data QA + KO	01/06/2026	15/06/2026	Rezatec checks of input data received and any requisite changes or formatting. Kick Off meeting option once input data accepted.
Processing	16/06/2026	25/06/2026	External data sourcing, formatting, compilation and pre-model set up for Likelihood of Failure and matrix setup for Consequence.
Modelling	26/06/2026	07/07/2026	Machine learning modelling of the network, leak and input datasets for Likelihood and matrix model running for Consequence.
Release to Users	08/07/2026	27/07/2026	Final processing and upload to Rezatec platform, delivery and showcase to main users of the new data and any new features.
Review with Users	28/07/2026	04/09/2026	Initial delivery support and follow up call for application and validation on previous data. Agreement of timeline for implementation and support through the year.
Ongoing Support	07/09/2026	13/04/2027	Post delivery support, meetings, onboarding new users, meetings and communication on updates to the platform, data use and implementation.

Contract – Platform Access	13/04/2026	13/04/2027	Platform access period tied to and dependent on contract dates.



2.3.2 City Involvement

Rezatec expects the following City involvement to execute the work plan:

- Provide agreed datasets and access (GIS network, breaks history, attribute tables, etc.) in a timely manner.
- Assign City project lead(s) for coordination and acceptance.
- Provide SMEs for assumptions review (asset, operations, planning).
- Participate in review/acceptance workshops: kickoff, initial outputs review, validation review, training/field planning, and Findings Report review.

2.3.3 Sub-consultants

No sub-consultants proposed.

2.4 Deliverables

Pipeline Risk provides three core analytical outputs that support different aspects of asset planning and risk management. These outputs are calculated using different data inputs and analytical approaches and are designed to be used together to support prioritisation.

We deliver these outputs at the pipe-segment level. Where pipe asset data exceeds 328 feet in length, they are segmented to ≤328 ft in order to improve spatial accuracy and comparability across the network with more localised environmental differences. We can also deliver our analysis at the

aggregated per asset level, as requested and designated by the customer to produce aggregated risk insights.

Rezatec will provide the following deliverables, aligned to Spokane's requested scope.

2.4.1 Platform Data Layers and Insights

2.4.1.1 Likelihood of Failure (LoF)

Likelihood of Failure (LoF) is a pipe-segment score that estimates where failures (e.g., leaks/bursts) are most likely to occur, based on the relationship between historic failure patterns and available pipe, environmental and operational context data. LoF is used to target proactive intervention by identifying the highest-risk cohorts (e.g., top 10%) and by supporting prioritisation within operational planning areas (e.g., zones/DMAs). In practice, LoF is used to focus leak detection, condition assessment and renewal planning on the areas and assets most likely to fail.

Outputs provided: LoF delivered in three GIS layers:

(i) LoF (network-wide) — LoF metric between 1 and 5
(ii) LoF prioritisation within City-defined zones
(iii) LoF prioritisation across the network — City-defined % (e.g., top 10% highest LoF)

2.4.1.2 Consequence of Failure (CoF)

Consequence of Failure (CoF) is a pipe-segment score that represents the potential impact if a failure occurs (for example, service disruption, proximity to sensitive receptors, or other City-defined consequence drivers). CoF is used to ensure that planning and prioritisation reflect not only where failures may occur, but where failures would be most disruptive or costly. It is typically used to guide renewal planning, prioritise contingency planning, and help select pipes for intervention where consequence is highest.

Outputs provided (required):

(i) **CoF (network-wide)** — CoF metric between 1 and 5 (GIS layer)

(ii) **CoF prioritisation across the network** — City-defined % breakdown highlighting the highest consequence cohorts

2.4.1.3 Criticality

Criticality is a combined view of risk that brings together Likelihood of Failure (LoF) and Consequence of Failure (CoF) to identify the pipe segments where overall risk is highest. Criticality is used to produce an intervention-ready prioritised view for capital planning: it helps identify where a proactive renewal or mitigation will have the greatest risk-reduction benefit, and supports transparent discussion of trade-offs between probability and impact.

Outputs provided:

- **Criticality layer** combining LoF and CoF (GIS layer)

2.4.1.4 Certainty Index

The Certainty Index is a confidence score (0–1) that indicates how strongly the available data supports the model's LoF estimate for each pipe segment. It helps the City interpret outputs responsibly: high-risk/high-certainty pipes may be suitable for immediate prioritisation, while high-risk/low-certainty areas may warrant targeted validation or data improvement before committing to major interventions. It is also used to help structure field validation planning by identifying where inspections will most improve confidence.

Outputs provided:

- **Certainty Index** — certainty score between **0 and 1** (per pipe segment)

2.4.1.4 Pipe LoF Influencers

Pipe LoF Influencers provide interpretability and transparency by showing the key factors that most influence the LoF score for a given pipe (and across selected subsets of the network). This helps operational and planning teams understand why a pipe is ranked as higher risk, supports engineering sense-checking, and makes it easier to communicate results internally. Influencers are used alongside LoF and Certainty to guide decisions (e.g., whether to replace, inspect, reline, or improve data) and to compare risk drivers across materials, vintages or operational areas.

Outputs provided:

- Pipe-level tables/charts showing influencing factors for each pipe segment (as supported in the platform)

2.4.2 Platform Access

Platform Access provides City users with a consistent way to view and work with the Pipeline Risk outputs, including map-based layers, attribute details, filtering and prioritisation views. Platform access is used to operationalise outputs by enabling engineers and planners to explore risk drivers, validate priorities with local knowledge, and export results for use in City systems and reporting workflows.

Outputs provided:

- Web-based access to pipeline risk outputs for authorised users, with map-based viewing and drill-down to pipe-segment details.
- Exportable formats as GIS-compatible spatial layers, tabular datasets (CSV), and supporting visualisation and analysis tools

2.4.3 Desktop Validation

Desktop validation is a statistical assessment of model performance designed to test how well the LoF model identifies future failures. Spokane requires this to be performed using a hold-out approach (withholding the most recent year) to simulate forward prediction. Desktop validation is used to quantify performance (e.g., capture of failures within top risk cohorts) and to provide confidence in using outputs for planning and prioritisation.

Outputs provided:

- Desktop validation summary using a hold-out approach (withholding the most recent year)

2.4.4 Field Validation Planning Support

Field validation planning support helps the City translate model outputs into an actionable, practical inspection programme. It is used to select candidate pipe cohorts for condition assessment or targeted inspections in a way that balances LoF/Criticality, Certainty, geographic clustering, and operational constraints. The output is a clear plan the City can execute, and (where feedback is available) it can inform future update cycles.

Outputs provided:

- Support to develop a field validation plan and targeting approach.

2.4.5 Customer Support and Findings Report

Customer support ensures the City can successfully adopt and use the deliverables, including support during onboarding, output review, training and ongoing questions. The Year 1 Findings Report provides a consolidated record of what was delivered and learned, including assumptions, limitations, KPI and validation results and recommended actions. It is used as a reference for decision-making, internal reporting, and planning future field activity and future updates.

Outputs provided:

- Year 1 Findings Report aligned to Spokane's requested contents.

2.5 Experience and Minimum Qualifications

2.5.1 Firm Experience Relevant to Scope

Rezatec has delivered pipeline risk analytics and GIS-ready decision support for water utilities, combining geospatial analysis, machine learning, and platform delivery to operational teams.

Primarily working with North American water utilities, Rezatec has delivered pipeline risk models and supported validation and implementation of data across a world-wide customer base. The platform, delivery and model have been developed and calibrated with the direct feedback of water utilities to support capital replacement planning and leak detection activities. These improvements are continual as shown by the new platform and features being launched this year.

Rezatec additionally brings directly relevant experience having produced the successful pilot on a southern subset of the City of Spokane's distribution network, including a desktop and proactive validation on accuracy. Rezatec has also worked for a number of years with the city on a continuing dam monitoring project utilising similar satellite data to work best alongside the team and tailor the platform and delivery to the needs of that project.

2.5.2 Project Team and Roles

Name	Role	Responsibilities	Relevant experience summary
David Halfacree	Project Manager/Geospatial Lead	Governance, schedule, data QA/QC, GIS integration, outputs	MSc in Geology with over 7 years' experience working in project delivery and GIS.
Asterios Papastergios	Modelling Lead	ML modelling, validation, certainty/influencers	8+ years geospatial data modelling, code design and validation, 5+ years working with diverse customers on geospatial data products
Kevin Shannon	Platform Lead	Platform access, publishing layers, user workflows	13+ years working in User experience and product management.
Jonathan Hicks	Customer Success Manager	Stakeholder management, technical delivery, communications, training, support, adoption and reporting.	Masters of Geology and Remote Sensing with over 6 years working with water utilities and GIS.

2.5.3 Minimum Qualifications Evidence

Rezatec confirms it meets Spokane's minimum qualification requirements, including:

(i) 5+ years geospatial analysis
Rezatec has worked as a cutting-edge satellite and geospatial analytics company for over a decade, continually improving and adapting new techniques and processes for direct application via GIS enabled platforms. Delivery and platforms have been developed and iterated on to maximise end user ability to extract useful information from remote sensing data by geospatial means and interface.

(ii) 5+ years machine learning
Rezatec specialises in utilising machine learning to power analytics tools like pipeline risk utilising satellite and other geospatial data and has done since inception. The company and staff are further specialists in machine learning, with models continuing to iterate and improve new and existing models to better the accuracy and usefulness of our outputs over a decade on.

(iii) 5+ years client portal/platform software development in the water pipeline industry
Rezatec has been delivering via platforms developed explicitly for the water industry for over a decade. Continual improvements have been made with live platform development as well as five main platforms developed each to further improve access and useability of delivered data.

(iv) Licensed to do business in Washington State (please refer to Appendix B).
Rezatec has worked in Washington State prior and with the City of Spokane on multiple previous projects.

2.6 Relevant Contracts and References

2.6.1 Contracts List

City of Olathe
Four year continual modelling of a growing 600-mile water distribution and transmission network.
https://www.rezatec.com/city-of-olathe-rezatec-pipeline-risk-solution/

WaterOne
250-mile pilot which expanded to modelling a full 1100-mile city water distribution network.
https://www.rezatec.com/waterone-validating-the-accuracy-of-geospatial-analytics/

Eden Prairie
400-mile water distribution network staying ahead of breaks.
https://www.rezatec.com/eden-prairie-driving-water-distribution-network-improvements/

More examples available on request.

2.6.2 Three Nominated References

City of Olathe - Sabrina Parker, Water & Sewer Manager.
WaterOne - Jason Beyer, GIS Lead, Distribution Engineering.
Eden Prairie - Rick Wahlen, Utility Operations Manager.

Phone numbers and email addresses available on request to maintain customer privacy and data protection.

2.7 Termination for Default Statement

Rezatec has not had a contract terminated for default in the past five (5) years.

(3) Cost Proposal

3.1 Overview and Contract Term

Any contract resulting from this IRFP will be for a period of one (1) year, with the option of two (2) one-year renewals at the City's discretion.

Pricing below is provided for:

- Base Year (2026)
- Option Year 1 (2027)
- Option Year 2 (2028)

For the avoidance of doubt, "Year 1/2/3" refers to successive contract years commencing from the applicable Effective Date; the calendar years shown above are indicative only. Each contract year includes one (1) Pipeline Risk model delivery, plus platform access and standard support.

Washington State sales tax is excluded from this Cost Proposal in accordance with the City's instructions.

3.2 Scope Included in Pricing

The annual pricing includes all costs and expenses necessary to deliver the Scope of Services and associated outputs for each contract year, including the platform layers (LoF, CoF, Criticality, Certainty Index, Pipe LoF Influencers), validation activities, customer support, and reporting described in the Technical Proposal.

3.3 Payment Options

Rezatec offers two payment options for each contract year:

Option A — Annual invoice (one instalment per year)

- Invoice timing: One invoice for 100% of the annual fee issued on the Effective Date for the applicable contract year (Base Year, and for each exercised Option Year).

Option B — Staged invoices (three instalments per year)

- Invoice timing (per contract year):
  - 50% invoiced on the Effective Date for the applicable contract year
  - 25% invoiced four (4) months after that contract year Effective Date
  - 25% invoiced eight (8) months after that contract year Effective Date
- Renewals: If the City exercises an Option Year, the same staged schedule applies from the Effective Date of that Option Year.

3.4 Annual Pricing

Below, we have outlined the annual pricing for each contract year.

Contract Year	Description	Annual Price (USD, excl. taxes)
Year 1 (2026)	Base Year	**$104,942**
Year 2 (2027)	Option Year 1	**$115,436**
Year 3 (2028)	Option Year 2	**$132,752**
	Total (if all option years exercised)	**$353,130**

3.5 Payment Profile by Option

3.5.1 Option A – One instalment per contract year (100%)

Below, we have outlined the invoicing schedule for Option A, with timings and amounts detailed.

Contract Year	Status	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	On Effective Date	**$104,942**
Year 2 (2027)	Option Year 1 *(if exercised)*	On Effective Date	**$115,436**
Year 3 (2028)	Option Year 2 *(if exercised)*	On Effective Date	**$132,752**

3.5.2 Option B – Three instalments per contract year (50% / 25% / 25%)

Below, we have outlined the invoicing schedule for Option B, with timings and amounts detailed.

Contract Year	Status	Instalment	% of Annual	Invoice timing (relative to that year's Effective Date)	Amount (USD, ex-tax)
Year 1 (2026)	Base Year	1	50%	On Effective Date	**$52,471**
		2	25%	+4 months	**$26,236**
		3	25%	+8 months	**$26,235**
Year 2 (2027)	Option Year 1 *(if exercised)*	1	50%	On Effective Date	**$57,718**
		2	25%	+4 months	**$28,859**
		3	25%	+8 months	**$28,859**
Year 3 (2028)	Option Year 2	1	50%	On Effective Date	**$66,376**

	(if exercised)				
		2	25%	+4 months	**$33,188**
		3	25%	+8 months	**$33,188**

3.6 Commercial Terms (applicable to Option A and B)

- **Taxes:** Prices exclude all taxes; WA State sales tax excluded per IRFP instruction.
- **Payment terms:** Net 30 days from date of invoice issuance.
- **Included customer support:** 70 hours per contract year.
- **Additional support:** USD $1,200 per day, subject to agreement.
- **Pricing validity:** Valid until 30 May 2026.

3.7 Assumptions

Pricing is based on the scope as described in the Technical Proposal section, including:

- Current network lengths as provided
- Delivery cadence and modelling frequency: one model delivery per contract year, including the Base Year and any exercised option years.
- Standard data inputs and validation processes.

Any material changes to scope, delivery frequency, or data requirements will be subject to mutual agreement and may require pricing adjustment.

Appendix A— Rezatec Pipeline Risk Data Requirements Sheet (2026)

This appendix summarises the datasets and minimum/desirable attributes required from the City to commence processing and deliver the Pipeline Risk outputs.

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Rezatec Data Requirements for Pipeline Risk Product

Customer Data Requirements

Data processing will only begin once all datasets required for processing have been provided unless otherwise agreed upon by both parties.

Metadata for any terms needing a definition, such as column and shorthand, translation to English, and direction on what data to use would avoid unnecessary delays to project processing.

Likelihood of Failure

Distribution Pipeline Network

GIS polyline format preferred of the most recent version of the relevant mains network. Please quote the total length of the network being provided.

Distribution pipeline is primarily the pipe type modelled, and data networks will be filtered for just this network type unless otherwise agreed. This will be the case unless the data provider clarifies that the transmission network is not significantly different and does not have a sufficient percentage of missing minimum attributes.

Data provided to Rezatec will be assumed to be active rather than retired pipe unless made explicitly clear by the data provider. This is so that only active pipe is modelled.

Minimum attributes:

- Material (with abbreviations defined)
- Diameter (with unit made clear, e.g., millimetre)
- Age (date of install or years old)
- Length (with unit made clear, e.g., metre)
- Pipeline type if applicable (a means to define distribution network).

Desirable attributes (if available):

- Observed condition
- Street
- Pipe lining date and liner material
- Pressure
- Depth
- Flow
- Pipeline network management areas (e.g. District Metered Area).

The data feasibility is essential to ensure the successful delivery of the distribution network.

Historic Incidents

Minimum three years' worth of data in a format that can be assigned to each pipe section (i.e. location co-ordinates or pipeline section identifier). For retrospective assessment, we use year 1 and year 2 to build the risk model. The results are then compared to year 3 to demonstrate the accuracy of predictions. Please quote the total number of incidents being provided.

Minimum attributes:

- Location of failure (GIS data or XY co-ordinates)
- Date of failure.

Desirable attributes (if available):

- Location of failure (which pipeline section)
- Asset number
- Infrastructure type (e.g., pipe, valve, junction, meter)
- Cause of failure (e.g., collapse, vegetation, blockage)
- Rate of leakage
- Length of leakage
- Remedial action taken.

If address-level data is the only available location attribute, Rezatec will need to perform a geocoding process which may impact results and timelines.

Incident data provided to Rezatec will be assumed to be a natural break suitable for modelling unless made explicitly clear by the data provider. Incidents caused by human activity should be identified so they can be excluded.

Transmission Pipeline Networks

If included, these parts of the network are usually modelled separately from the distribution network as the attributes and locations are usually very different to distribution.

Please ensure the networks are identified correctly as transmission or distribution. The data feasibility is essential to ensure we can deliver our insights for transmission networks.

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Consequence of Failure

Location Data

Areas of high risk to pipeline failure. Examples of these could be locations of:

GIS Point/Polyline/Polygon Format:

- Hospitals
- Schools
- Transport structures like railway stations or critical road links
- Critical business customers
- Water bodies
- Projected environmental areas
- High-pressure zones.

In summary, any locational data that you would like us to factor within the consequence of pipeline failure.

Please note: if you do not have COF areas outlined in your GIS, we can use our standard approach, which includes schools, Hospitals, airports etc to populate these zones for you.

Consequence Tiers

We also require a guide as to the importance between each kind of risk area relative to each other. We normally ask for tiered classifications of importance. An example of this can be as follows:

- Tier 1 – the least important but still to be considered as a high-risk area of interest (schools, shops)
- Tier 2 – More important levels of risk (key infrastructure – Roads, railway stations)
- Tier 3 – The most important (water bodies, hospitals).

There does not need to be exactly 3 tiers, it can be more or less, but you must be able to provide us with a differentiator between certain consequence variable impacts if you require this to be represented in the model.

Please note: if you have no differentiator between your chosen consequence variables, we can assume that all factors will have the same level of weighting within the model.

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Additional Data

The Rezatec platform can look to host additional data layers alongside the pipeline network results for use in co-prioritisation of planning and operations, or simply visual reference.

Similar GIS formatted data is typically required, or data can be attached at the pipe level if appropriate ID systems can be used to join records.

Examples of additional data include:

- Hydrant and Valve point locations
- Roads/streets (name, type and any further records like age and condition)
- Planning areas for past and future works

Appendix B — Washington State Business License (Proof of Authority to Do Business)

Included as evidence that Rezatec is licensed/registered to do business in Washington State (Spokane General Business – Non-Resident – Active).



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 14, 2025

Profit Corporation

Unified Business ID #: 604879861
Business ID #: 001
Location: 0001
Expires: Mar 31, 2026

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
REZATEC
REZATEC GLOBAL INC.

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

Director, Department of Revenue

UBI: 604879861 001 0001

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

STATE OF WASHINGTON

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Expires: Mar 31, 2026

Director, Department of Revenue

Exception to Terms and Conditions

In Attachment 1 - Terms and Conditions under section 20.Insurance Coverage:

We are a SaaS company rather than a traditional engineering contracting firm. As our services are delivered remotely and do not require on-site work, we typically maintain general liability insurance rather than workers' compensation or auto coverage. We have previously provided proof of general liability insurance to the City of Spokane for past contracts and can provide the same documentation for future agreements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2026

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

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8 CANADA CN102165922-sndrd-GAWUP-25-26 Vela	**CONTACT NAME:** . **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CONSTELLATION SOFTWARE INC. AND EMPHASYS COMPUTER SOLUTIONS INC 9675 NW 117TH AVENUE, SUITE 305 MIAMI, FL 33178	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** XL Specialty Insurance Company — 37885 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-003830217-17 **REVISION NUMBER:** 19

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		9950-48-39 WUC	09/27/2025	09/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7360-03-97	09/27/2025	09/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			9365-24-30	09/27/2025	09/27/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2671764342	09/27/2025	09/27/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Tech E&O & Cyber			US00158150EO25A	09/27/2025	09/27/2026	Limit SIR	10,000,000 2,500,000

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

Rezatec is covered under the parent company, Constellation Software Inc.

See acord 101.

CERTIFICATE HOLDER

CITY OF SPOKANE

808 WEST 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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102165922

LOC #: Canada

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Canada Limited	CONSTELLATION SOFTWARE INC. AND EMPHASYS COMPUTER SOLUTIONS INC 9675 NW 117TH AVENUE, SUITE 305 MIAMI, FL 33178
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY, IT IS HEREBY UNDERSTOOD AND AGREED THAT CITY OF SPOKANE IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY, AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

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The ACORD name and logo are registered marks of ACORD

STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Feb 13, 2026

Profit Corporation

Unified Business ID #: 604879861
Business ID #: 001
Location: 0001
Expires: Mar 31, 2027

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:
REZATEC
REZATEC GLOBAL INC.

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.

John Ryser
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604879861 001 0001

Expires: Mar 31, 2027

REZATEC GLOBAL INC.
140 EASTERN AVENUE, MILTON PARK
ABINGDON OXF OX144SB
UNITED KINGDOM

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

John Ryser
Director, Department of Revenue



Agenda Sheet for City Council:

Committee: PIES **Date:** 03/09/2026

Committee Agenda type: Consent

Council Meeting Date:

Date Rec'd	3/3/2026
Clerk's File #	OPR 2026-0494
Cross Ref #	
Project #	2026043,044

Submitting Dept	ENGINEERING SERVICES	**Bid #**	
Contact Name/Phone	DAN BULLER 6391	**Requisition #**	
Contact E-Mail	DBULLER@SPOKANECITY.ORG		
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	KKLITZKE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** YES	**Public Works?** YES	
Agenda Item Name	LOW BID AWARD - 2026 LOCAL STREET GRIND & OVERLAY & LOCAL STREET		

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2026 Local Street Grind & Overlay and 2026 Local Street Chipseal - $__. An administrative reserve of 10% of the contract will be set aside. (Various Neighborhood Councils)

Summary (Background)

This annual locally funded project combines both grind & overlay and chipseal at the locations shown in the attached exhibit and described below. Because of the small number of streets selected for chipseal, the grind & overlay and chipseal projects are being combined into a single project this year. Locations include: District 1: Addison (Euclid to Bridgeport), Rockwell (Crestline to Cook), Cataldo (Hogan to Napa) District 2: 6th (Cedar to Monroe), Moran View et al (chipseal) District 3: Holyoke (Taft to Indian Trail), Central (Flemming to A) In addition, various water mains will be replaced within these streets prior to the grind and overlay as well as ADA ramps and minor stormwater system upgrades. On _____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of $___, which is $__ or __% (above/below) the Engineer's Estimate of $_____. ___ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

What impacts would the proposal have on historically excluded communities?

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

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

N/A

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

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

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

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

Council Subcommittee Review

n/a

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	**$** 2,500,000 est.
Current Year Cost	**$** 0
Subsequent Year(s) Cost	**$** 0

Narrative

N/A

Amount		**Budget Account**
Expense	**$** 2,500,000	**#** 1
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Funding Source	One-Time
Funding Source Type	Grant

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

N/A

Expense Occurrence	N/A

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

n/a

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

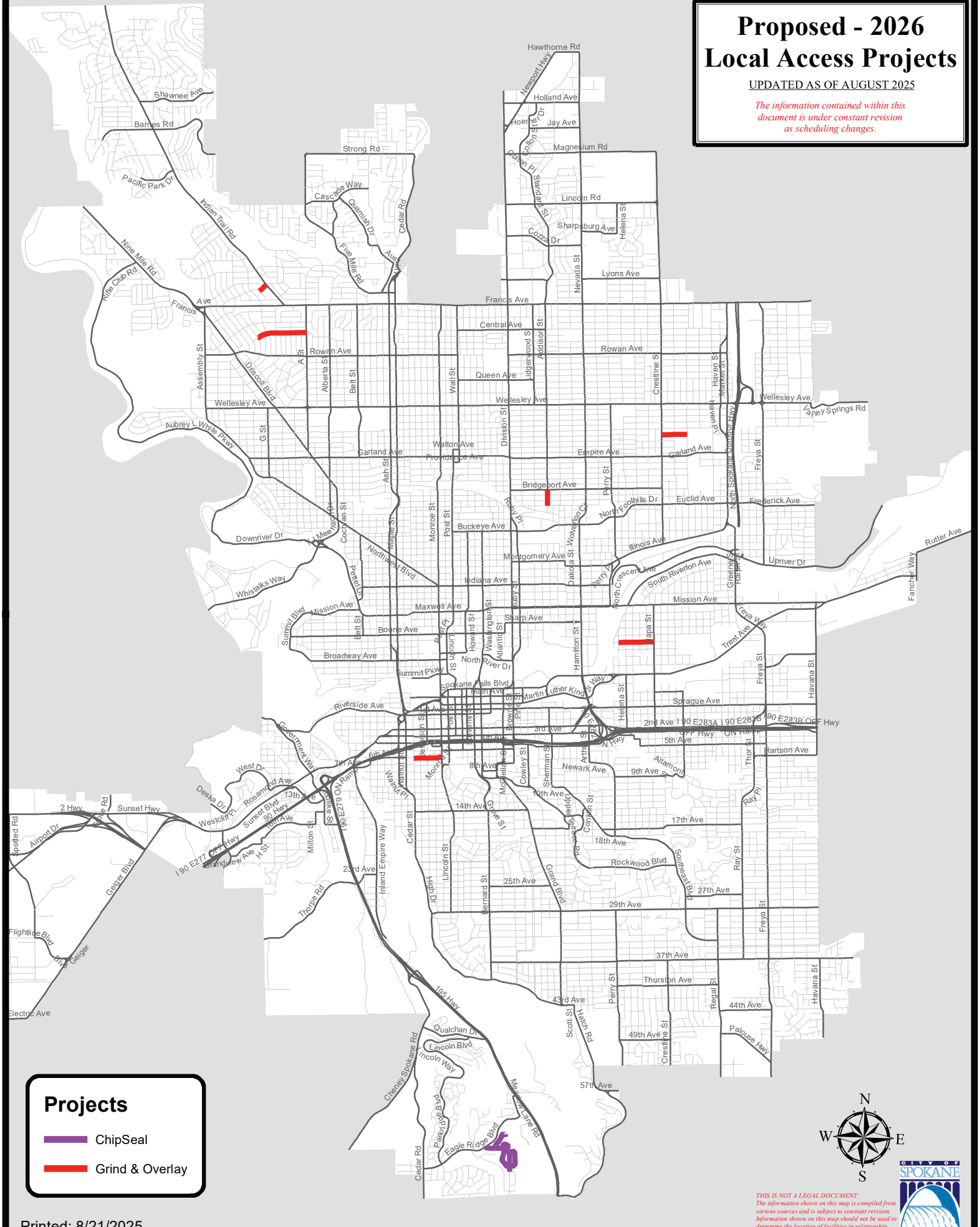
Distribution List

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

Proposed - 2026 Local Access Projects

UPDATED AS OF AUGUST 2025

The information contained within this document is under constant revision as scheduling changes.


Hawthorne Rd
Holland Ave
Jay Ave
Magnesium Rd
Lincoln Rd
Sharpsburg Ave
Cozza Dr
Lyons Ave
Francis Ave
Central Ave
Rowan Ave
Queen Ave
Wellesley Ave
Walton Ave
Garland Ave
Empire Ave
Bridgeport Ave
Euclid Ave
Frederick Ave
Buckeye Ave
Montgomery Ave
Illinois Ave
Indiana Ave
Maxwell Ave
Sharp Ave
Boone Ave
Broadway Ave
Mission Ave
Upriver Dr
Trent Ave
Sprague Ave
Riverside Ave
Main Ave
Spokane Falls Blvd
Summit Pkwy
North River Dr
Newark Ave
9th Ave
10th Ave
14th Ave
17th Ave
18th Ave
Rockwood Blvd
25th Ave
27th Ave
29th Ave
37th Ave
Thurston Ave
43rd Ave
44th Ave
49th Ave
57th Ave
Palouse Hwy
Sunset Hwy
2 Hwy
Airport Dr
Geiger Blvd
Flightline Blvd
Electric Ave
Thorpe Rd
Inland Empire Way
Cedar Rd
Chaney Spokane Rd
Qualchan Dr
Lincoln Blvd
Lincoln Way
Eagle Ridge Blvd
Meadowlane Rd
Scott St
Hatch Rd
Havana St
Freya St
Ray St
Thor St
Hartson Ave
Altamont
Regal St
Crestline St
Perry St
Division St
Monroe St
Post St
Howard St
Washington St
Hamilton St
Dakota St
Cedar St
Lincoln St
Bernard St
Grand Blvd
Sherman St
Cowley St
Arthur St
Helena St
Ash St
Belt St
Alberta St
Assembly St
Wall St
Addison St
Ridgewood St
Crestline St
Haven St
Market St
Freya Way
Rutter Ave
Fancher Way
Greene St
Rail St
Napa St
Pittsburg St
Stevens St
Browne St
Madison St
Jefferson St
Adams St
Lincoln St
Cochran St
Pettet Dr
Northwest Blvd
Summit Blvd
Whistalks Way
Downriver Dr
Aubrey L White Pkwy
Rifle Club Rd
Nine Mile Rd
Five Mile Rd
Cascade Way
Quamish Dr
Strong Rd
Pacific Park Dr
Indian Trail Rd
Shawnee Ave
Barnes Rd
Deska Dr
West Dr
Rosamond Ave
Sunset Blvd
Westcliff Pl
Milton St
Garden Springs Rd
Valley Springs Rd
Palouse Hwy
Havana St
Fancher Way
Rutter Ave
Freya Way
Trent Ave
Upriver Dr
Mission

Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Council Meeting Date: 06/08/2026

Date Rec'd	4/28/2026		
Clerk's File #	RES 2026-0038		
Cross Ref #			
Project #			
Submitting Dept	PUBLIC WORKS	**Bid #**	
Contact Name/Phone	CHRIS AVERYT 50-625-6540	**Requisition #**	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	KKLITZKE ZZAPPONE		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?**	
Agenda Item Name	RESOLUTION FOR THE SEPTIC TO SEWER AMNESTY AND INCENTIVE PROGRAM		

Agenda Wording

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

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

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

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

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

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

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

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

RESOLUTION NO. 2026-0038

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

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

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

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

WHEREAS, SMC 13.03.0304E requires:

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

and

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

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

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

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

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

County; and

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

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

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

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

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

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

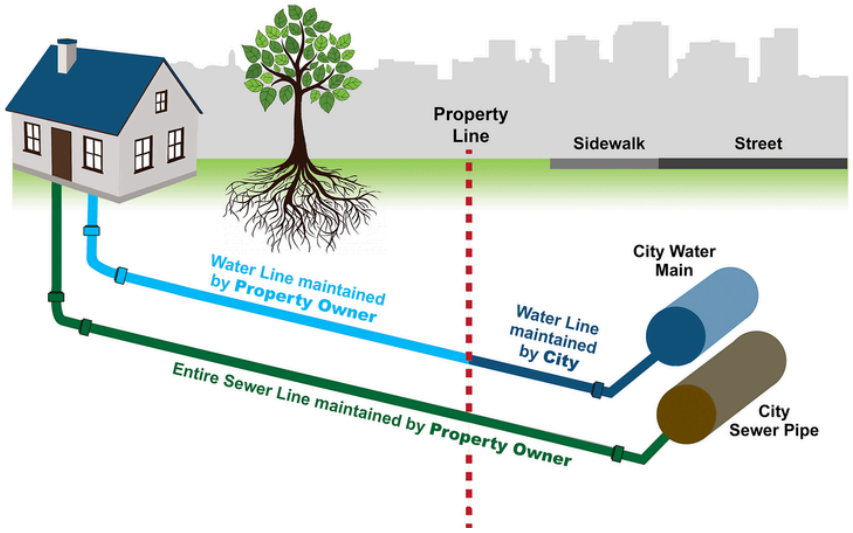
Connect to City Sewer System Now for Less

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

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

Background

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



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

Summary of Estimated Costs

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

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

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



Additional Possible Resources

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

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

Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 05/18/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/08/2026

Date Rec'd	5/14/2026		
Clerk's File #	RES 2026-0039		
Cross Ref #			
Project #			
Submitting Dept	HOUSING & HUMAN SERVICES	**Bid #**	
Contact Name/Phone	ARIELLE 6779	**Requisition #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	YES		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	RESOLUTION DELAYING HEART FUNDING AVAILABILITY FOR HOUSING-		

Agenda Wording

A resolution delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

Summary (Background)

This resolution approves the delay of HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

What impacts would the proposal have on historically excluded communities?

An annual notice of funding availability for housing-related or behavioral health services shall be published no later than June 1st unless temporarily extended or delayed by City Council resolution. The funds available for HEART housing-related or behavioral health services in 2026 are limited, but deferring the funding cycle to spring 2027 will allow the City to award approximately $2 million.

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?

By delaying the housing-related or behavioral health services funding cycle to spring 2027 will allow the City to identify service gaps as a result of HUD changes and will allow for strategic and deeper investments to meet the needs of the community.

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 resolution aligns with the funding timeline requirements of the HEART Fund outlined in SMC 08.07C.051.

Council Subcommittee Review

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	N/A

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

Approvals		**Additional Approvals**	
Dept Head	MCDANIEL, ADAM		
Division Director	KINDER, DAWN		
Accounting Manager	DUFFEY, ANDREW		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List	

RESOLUTION 2026 – 0039

A resolution delaying HEART funding availability for housing-related and behavioral services to spring 2027 pursuant to SMC 08.07C.051.

WHEREAS, Spokane Municipal Code Section 08.07C.051 provides that an annual notice of funding availability for housing-related or behavioral health services be published no later than June 1st unless temporarily extended or delayed by City Council resolution; and

WHEREAS, the Housing and Urban Development (HUD) FY 2026 Continuum of Care Request for Proposals will be published in the summer of 2026, which the City anticipates will include substantial changes in housing and homeless services; and

WHEREAS, the two-year round of Homeless Housing, Operations, and Services Grant Program (HHOS) will be published in the fall of 2026; and

WHEREAS, the funds available for housing-related or behavioral health services in 2026 are limited, but deferring the funding cycle to spring 2027 will allow the City to award approximately $2 million;

WHEREAS, delaying the housing-related or behavioral health services funding cycle to spring 2027 will allow the City to identify service gaps as a result of HUD changes and will allow for strategic and deeper investments to meet the needs of the community.

NOW, THEREFORE, BE IT RESOLVED that pursuant to SMC 08.07C.051, the City Council hereby approves the delay of HEART funding availability for housing-related and behavioral services to spring 2027.

PASSED BY THE CITY COUNCIL ON _____, 2026.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/04/2026

Committee Agenda type: Discussion

Council Meeting Date: 06/01/2026

Date Rec'd	4/28/2026		
Clerk's File #	ORD C36883		
Cross Ref #			
Project #			
Submitting Dept	CITY COUNCIL	**Bid #**	
Contact Name/Phone	P DILLON 6625-6254	**Requisition #**	
Contact E-Mail	PDILLON@SPOKANECITY.ORG		
Agenda Item Type	First Reading Ordinance		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	**Grant Related?** NO	**Public Works?** NO	
Agenda Item Name	ORDINANCE RELATING TO EXCESSIVE SPEEDING AND STREET RACING		

Agenda Wording

An ordinance regulating aggressive speeding and street racing and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

Summary (Background)

This ordinance expands enforcement to provide additional deterrence to aggressive speeding and street racing, and thereby, reducing dangerous outcomes. Establishes definitions and penalties for aggressive speeding, exhibition of speed, street racing, unlawful racing event and unlawful vehicle use. It also defines what video evidence may be considered by the Spokane Police Department under this section.

What impacts would the proposal have on historically excluded communities?

No known or anticipated impacts 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?

Police citation data will be collected through the issuance of citations and penalties for the infraction, and available for analysis through the SPD webpage.

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

Data collection will be ongoing to assess effectiveness.

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 increases safety for all users of public streets, to include pedestrians, other vehicles, all wheeled/rolling forms of transportation, as well as buildings and infrastructure.

Council Subcommittee Review

Nine. Public Safety Committee review on May 4.

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

Narrative

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

Funding Source	N/A
Funding Source Type	Select

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

Expense Occurrence	

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

Approvals		**Additional Approvals**	
Dept Head			
Division Director			
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor			

Distribution List

ORDINANCE NO. C36883

AN ORDINANCE regulating aggressive speeding and street racing, and enacting a new Chapter 16A.85 of the Spokane Municipal Code.

WHEREAS, in 2023, thirty percent (30%) of fatal crashes involved speeding on Washington roads, and

WHEREAS, aggressive speeding and street racing continue to be a significant component of traffic deaths; and

WHEREAS, the use of a vehicle to engage in street racing or aggressive speeding upon the public streets results not only in unsafe traffic conditions for other vehicles, pedestrians, and property, but engenders fear and disinvestment among neighborhood residents and prevents peaceful enjoyment of property; and

WHEREAS, street racing and aggressive speeding create a public nuisance through accompanying noise and pollution that negatively impact the health and quality of life of Spokane residents; and

WHEREAS, street racing and aggressive speeding have become more prevalent in the City of Spokane, and Spokane is experiencing more fatalities and injuries from speed-related vehicle crashes than from homicides; and

WHEREAS, street racing and aggressive speeding unnecessarily expend law enforcement resources, and recent Spokane data shows an increasing speed related crashes causing serious injury or death in Spokane over the last 5 years; and

WHEREAS, the City Council finds that expanding effective enforcement and resources will provide additional deterrence to aggressive speeding and street racing, and thereby reduce dangerous outcomes arising from such conduct;

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

Section 1. That a new Chapter 16A.85 of the Spokane Municipal Code is enacted to read as follows:

Chapter 16A.85 Street Racing

Section 16A.85.010 Definitions

Section 16A.85.020 Prohibited Conduct, Penalties
Section 16A.85.030 Unlawful Vehicle Use
Section 16A.85.040 Notice of Infraction to Registered Owner
Section 16A.85.050 Video Evidence, Exclusive Use of Police

Section 16A.85.010 Definitions

A. “Aggressive speeding” means the type of driving behavior that is likely to endanger other persons or property and includes speeding as one of the actions.

B. “Exhibition of speed” means the operation of a motor vehicle to present a display of speed, maneuverability, or power. Exhibition of speed or acceleration includes, but is not limited to, squealing the tires of a motor vehicle while it is stationary or in motion, rapid acceleration, rapid swerving or weaving, drifting, producing smoke from tire slippage, or leaving visible tire acceleration marks on the surface of a paved or unpaved area, that is done intentionally to draw the attention of persons in the vicinity.

C. “Street racing” means to (1) race a vehicle either against another vehicle or against a time whether or not there is an agreement to race but contesting speeds; or (2) drive a vehicle at excessively high rates of speed or acceleration or in another dangerous manner in an exhibition or contest of driving prowess, such as drifting, sliding, or emitting black smoke or excessive sound.

D. “SPD” means Spokane Police Department.

E. “Unlawful racing event” means an occurrence where street racing, aggressive speeding or exhibition of speed occurs using public highways, streets, or rights-of-way in violation of applicable motor vehicle and traffic laws, including RCW 46.61.500 and 46.61.530.

F. “Unlawful Vehicle Use” means allowing or suffering use of a vehicle in an unlawful racing event.

G. “Video evidence” means video generated by or for the Spokane Police Department, including cameras installed in or on police vehicles, body worn video, video obtained utilizing drone technology operated by the SPD, or any other video evidence obtained by the SPD and authorized for evidentiary purposes for violations under this chapter.

Section 16A.85.020 Prohibited Conduct, Penalties

A. It is unlawful for any person within the City of Spokane to engage in an unlawful racing event.

B. Violation of this section is a traffic infraction, which shall be assessed a penalty of $500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of $800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of $1,500 per violation, excluding any costs, fees, or assessments. Penalties under this section may not be waived or remitted.

C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.

D. Violations of this section by the operator of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter, the vehicle used and the identity of the operator.

Section 16A.85.030 Unlawful Vehicle Use

A. Any registered owner of a vehicle used in connection with conduct prohibited under this chapter, and who was not operating the vehicle at the time of the violation, has committed the infraction of unlawful vehicle use.

B. Violation of this section is a traffic infraction, which shall be assessed a penalty of $500 upon first infraction, excluding any costs, fees, or assessments. A second violation shall be assessed a penalty of $800, excluding any costs, fees, or assessments. Third and subsequent violations shall be assessed a penalty of $1,500 per violation, excluding any costs, fees or assessments. Penalties under this section may not be waived or remitted.

C. Further violations of this section shall be a gross misdemeanor punishable as provided in RCW 46.61.500. In addition to the penalties provided for in RCW 46.61.500, upon conviction, the court may impound the person's vehicle for up to 30 calendar days.

D. Violations of this section by the registered owner of a vehicle may be detected by the Spokane Police Department using video evidence that clearly displays the violation of this chapter and the vehicle used.

Section 16A.85.040 Notice of Infraction to Registered Owner.

A. The registered owner of a vehicle shall be deemed in violation of section 16A.85.030 unless the registered owner overcomes the presumption in subsection

16A.85.040.C, or in the case of a rental car business, satisfies the conditions under subsection 16A.85.040.D.

B. A notice of infraction must be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection 16A.85.030.F. The law enforcement officer issuing the notice of infraction shall include a certificate or facsimile of the notice, based upon inspection of video evidence, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this section. SPD video evidence supporting the violation must be available for inspecation and admission into evience in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on video evidence may respond to the notice by mail.

C. If the registered owner of the vehicle is not a rental car business, the recipient of a notice of infraction is not liable for the infraction if the recipient demonstrates, by a preponderance of the evidence, that at the time of the violation the recipient either was not the registered owner of the vehicle or that the vehicle was stolen.

D. If the registered owner of the vehicle is a rental car business, the law enforcement agency shall, before a notice of infraction is issued under this section, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car busines if the rental car business does not, within 18 days of receiving the written notice, provide to the issuing agency by return mail:

    1. A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred;

    2. A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft; or

    3. Payment of the applicable penalty in lieu of identifying the vehicle operator.

    Timely mailing of a statement under this subsection to the issuing law enforcement agency relieves a rental car business of any liability under this section for the notice of infraction.

Section 16A.85.050 Video Evidence, Exclusive Use of Police

Notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this chapter are for the exclusive use of law enforcement in the discharge of duties under this chapter.

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

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

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
City Attorney

_____
Date

_____
Effective Date